

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 18th day of June, 2019 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and MetaSource, LLC., a Delaware limited liability company, whose address is 1517 North Harmony Circle, Anaheim, CA 92807, ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY needs scanning and digitizing services to digitize COUNTY's inventory of physical records;

WHEREAS, CONTRACTOR offers scanning and digitizing services, as listed in its proposal RFQ 19-040, dated February 7, 2019, which is attached and incorporated by this reference; and

WHEREAS, COUNTY and CONTRACTOR desire to enter into this Agreement for purchase of digitizing services for digitizing COUNTY'S inventory of physical records.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. TRANSPORT OF MATERIALS – CONTRACTOR agrees to transport materials securely to CONTRACTOR'S facility, to be processed as described below:

- a. CONTRACTOR agrees to pick up documents and/or boxes of documents from multiple locations within COUNTY, as needed to fulfill the digitizing process, using CONTRACTOR's vehicles and employees, and securely transporting to the CONTRACTOR's facility for scanning.
- b. CONTRACTOR agrees to provide boxes to pack all COUNTY documents, and palletize boxes if necessary.
- c. CONTRACTOR agrees that no more than 250 boxes shall be picked up at one time.
- d. CONTRACTOR agrees to create an internal barcode control number range for each box prior to pickup.

- e. CONTRACTOR agrees to maintain chain of custody for all documents/boxes picked up at COUNTY's location.

B. PROCESSING OF MATERIALS – CONTRACTOR agrees to process all documents upon the arrival of COUNTY documents to CONTRACTOR's facility as follows:

- a. Enter barcode control numbers into CONTRACTOR's tracking system in order to track the location, status, and progress of each individual box.
- b. Provide barcode control numbers to COUNTY once the manifest is created.
- c. Photograph and tag all damaged boxes.
- d. Security issues shall be resolved within one (1) hour, and COUNTY shall be notified immediately with a description of the issue and the resolution.
- e. All documents will be maintained and stored within a secure space.
- f. CONTRACTOR must provide proof of safeguards preventing accidental damage to the documents including, but not limited to, theft, fire, or water damage.
- g. Analyze the contents of each box and create a detailed log to identify the contents of each box. This log shall include pages, folders, condition of documents, condition of box, and index variations. The log shall be kept separately, and later used to cross-check the finished products. Any discrepancy in the log shall result in a full audit of the box.
- h. Preparation of the documents for scanning shall include:
 - i. Remove staples, paperclips, and other binding, unfold any dog-ears, inspect and repair damaged pages on an as-needed basis.
 - ii. Taped notes and self-adhesive notes shall be placed in such a manner so as not to obscure the document text or, where that is not possible, shall be transferred to the back of the original document, or to a clean piece of an 8 1/2" x 11" sized piece of paper in order to be scanned.
 - iii. Insertion of separator sheets are to be used to separate sections within the files as documents are removed from folders.
 - i. Documents are to be scanned to the following imaging specifications:

- i. Documents are to be scanned from front to back, as presented in the file folders.
- ii. Each batch scanned must have a batch identifier as provided by COUNTY departments.
- iii. CONTRACTOR must provide images in TIFF standard format.
- iv. Scans must be completed at a minimum of 300 dpi.
- v. The size of each TIFF file shall be less than 500MB.
- vi. All documents must be scanned using Optical Character Recognition (OCR).
- vii. The images must meet "Legal Admissibility" in compliance with State and Federal laws.
- viii. Each individual file created of imaged documents must contain the following identifier in the file name:
 1. Case number consisting of 9-digits (e.g. F18000000 or M18000000) to be taken from case label on the outside of the file folder.
 2. If multiple TIFF files for the same case, use -1, -2, -3, etc. to name consecutive files for the same case.
- ix. Duplex scans shall be used to capture both front and back of documents on an as-needed basis.
- x. Color images must be viewable quality so that detail in the image is captured.
- xi. Color photos and documents that have colored pencil marks will be scanned in color.
- xii. Size of image must be relative to the original (measuring both horizontally and vertically).
- xiii. Images must be correctly oriented for viewing without skewing or inverting.
- xiv. Text must be legible up to the edge of the document.
- xv. Borders shall not be cropped.
- xvi. There shall be no missing portion of the edge of the image.
- xvii. Contrast ratio between the text and the background must be high.

- xviii. Contrast on grey scale images should represent the original image.
- xix. All documents shall be of adequate brightness
- xx. There shall be no color dropout.
- xxi. There shall be no poor thresholding, dropping of low contact features, or dark background obscuring foreground.
- xxii. There shall be no character dropout or otherwise missing characters from the OCR process.
- xxiii. There shall be no missing lines.
- xxiv. Images must be devoid of speckles or noise in the background of the image, repeated scan lines on successive images, or repeated pixels on successive images.
- xxv. The images shall be in focus; small characters must be fully legible.
- xxvi. All blank pages must be removed and not scanned.
- xxvii. 10% of the images will be spot-checked for image quality and readability prior to delivery to COUNTY for review.
- xxviii. Each file shall be indexed for quick retrieval using the index information provided. Index metadata must be included with each file. Data to be captured in the metadata includes the following core index fields: (I) Case number consisting of 9-digits (e.g. F18000000 or M18000000) to be taken from case label on the outside of the file folder and (II) Defendant name.
- xxix. Every written page shall be scanned.
- xxx. All errors shall be fixed within 24 hours of contacting COUNTY, and at no additional cost to COUNTY.
- xxxi. Image repair, file separation, and index correction shall be done in real-time and forwarded to COUNTY within 24 hours.

C. QUALITY CONTROL

- a. Quality control of scanning, image control, and indexing will be performed once scanning is completed. The data shall be moved to CONTRACTOR's dedicated

1 image server in order to provide COUNTY with instant access to search scanned
2 documents. COUNTY will perform its own quality control in addition to
3 CONTRACTOR's quality control check. Documents that are imaged shall be
4 stored for three (3) months free of charge per delivery during quality checking and
5 disposition determination. Upon COUNTY's approval of scanned documents,
6 CONTRACTOR shall deliver images to COUNTY via a secure file transfer
7 protocol or on an encrypted password-protected hard drive.

8 b. Fragile or other document that require special handling

9 D. DOCUMENT DESTRUCTION

10 a. Formal written approval shall be obtained from COUNTY prior to the initiation of
11 shredding any document. COUNTY will be given a certificate of destruction.

12 2. OBLIGATIONS OF THE COUNTY

13 1) COORDINATION OF DOCUMENT PICKUP

14 a. COUNTY staff shall be responsible for providing initial organization of the
15 maximum 250 boxes to be picked up by CONTRACTOR. COUNTY staff will
16 provide appropriate access to CONTRACTOR's staff to appropriate COUNTY
17 locations for CONTRACTOR to collect materials to be scanned.

18 2) CREATION OF INDEX

19 a. COUNTY will create the index of the case number and box number and provide
20 that information to CONTRACTOR.

21 3) DOCUMENT REVIEW AND FORMAL APPROVAL

22 a. COUNTY will complete the required quality control review as promptly as
23 reasonably possible. If COUNTY's review process exceeds ninety (90) days,
24 COUNTY agrees to pay a storage fee, as described in Exhibit B.

25 3. TERM

26 The term of this Agreement shall be for a period of three (3) years, commencing on June 4, 2019,
27 through and including June 3, 2022. This Agreement may be extended for two (2) additional consecutive
28 twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first

day of the next twelve (12) month extension period. The Director of Internal Services/Chief Information Officer or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

4. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time without penalty by giving CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of COUNTY there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY by giving thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.

5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as described in Exhibit B. CONTRACTOR shall submit monthly invoices in triplicate to the County of Fresno Department of Internal Services Business Office, 333 W. Pontiac Way, Clovis, CA 93612.

1 In no event shall compensation paid for services performed under this Agreement exceed \$500,000
2 during the initial three (3) year term of this Agreement. If this Agreement is extended for an additional
3 fourth year, in no event shall the total compensation paid for services performed under this Agreement
4 exceed \$650,000. If this Agreement is extended for an additional fifth year, in no event shall the total
5 compensation paid exceed \$800,000. It is understood that all expenses incidental to CONTRACTOR'S
6 performance of services under this Agreement shall be borne by CONTRACTOR.

7 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
8 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
9 CONTRACTOR, including any and all of CONTRACTOR'S officers, agents, and employees will at all times
10 be acting and performing as an independent contractor, and shall act in an independent capacity and not as
11 an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore,
12 COUNTY shall have no right to control or supervise or direct the manner or method by which
13 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
14 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
15 terms and conditions thereof.

16 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
17 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

18 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
19 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
20 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
21 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
22 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
23 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
24 CONTRACTOR may be providing services to others unrelated to COUNTY or to this Agreement.

25 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
26 written consent of all the parties without, in any way, affecting the remainder.

27 8. NON-ASSIGNMENT: Neither party shall assign, transfer or subcontract this Agreement nor
28 their rights or duties under this Agreement without the prior written consent of the other party.

1 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
2 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
3 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
4 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
5 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
6 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
7 or corporation who may be injured or damaged by the performance, or failure to perform, of
8 CONTRACTOR, its officers, agents, or employees under this Agreement.

9 The provisions of this Section 9 shall survive termination of the Agreement.

10 10. INSURANCE

11 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any third parties,
12 CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies
13 or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint
14 Powers Agreement (JPA) throughout the term of the Agreement:

15 A. Commercial General Liability

16 Commercial General Liability Insurance with limits of not less than Two Million Dollars
17 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
18 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
19 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
20 liability or any other liability insurance deemed necessary because of the nature of this contract.

21 B. Automobile Liability

22 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
23 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
24 used in connection with this Agreement.

25 C. Professional Liability

26 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
27 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
28 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

1 D. Worker's Compensation

2 A policy of Worker's Compensation insurance as may be required by the California Labor
3 Code.

4 Additional Requirements Relating to Insurance

5 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
6 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
7 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
8 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
9 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
10 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
11 a minimum of thirty (30) days advance written notice given to COUNTY.

12 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
13 employees any amounts paid by the policy of worker's compensation insurance required by this
14 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
15 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
16 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

17 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
18 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
19 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will
20 administer this contract), stating that such insurance coverage have been obtained and are in full force; that
21 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
22 policies; that for such worker's compensation insurance CONTRACTOR has waived its right to recover
23 from COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that
24 waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names
25 the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured,
26 but only insofar as the operations under this Agreement are concerned; that such coverage for additional
27 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by
28 COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance

provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

11. AUDITS AND INSPECTIONS: CONTRACTOR shall at any time during business hours, and as often as COUNTY may deem necessary, make available to COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

12. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

COUNTY OF FRESNO
Director of Internal Services/CIO
333 W Pontiac Way
Clovis, CA 93612

CONTRACTOR

MetaSource LLC
Hal Redjai
1517 North Harmony Circle
Anaheim, CA 92807

All notices between COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery

1 instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic
2 facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed
3 outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next
4 beginning of a COUNTY business day), provided that the sender maintains a machine record of the
5 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
6 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
7 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
8 beginning with section 810).

9 13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
10 only be in Fresno County, California.

11 The rights and obligations of the parties and all interpretation and performance of this Agreement
12 shall be governed in all respects by the laws of the State of California.

13 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

14 This provision is only applicable if CONTRACTOR is operating as a corporation (a for-profit or
15 non-profit corporation) or if during the term of the Agreement, CONTRACTOR changes its status to
16 operate as a corporation.

17 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that
18 they are a party to while CONTRACTOR is providing goods or performing services under this
19 agreement. A self-dealing transaction shall mean a transaction to which CONTRACTOR is a party and
20 in which one or more of its directors has a material financial interest. Members of the Board of Directors
21 shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-
22 Dealing Transaction Disclosure Form, attached hereto as Exhibit A and incorporated herein by
23 reference, and submitting it to COUNTY prior to commencing with the self-dealing transaction or
24 immediately thereafter.

25 15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between
26 CONTRACTOR and COUNTY with respect to the subject matter hereof, and supersedes all previous
27 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
28 understanding of any nature whatsoever unless expressly included in this Agreement. In the event of any

inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement, (2) COUNTY'S Request for Quotation/Proposal No. 19-040, and (3) the CONTRACTOR'S quotation/proposal made in response to COUNTY'S Request for Quotation/Proposal No. 19-040.

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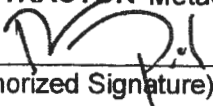
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **CONTRACTOR** MetaSource, LLC

5 
6 (Authorized Signature)

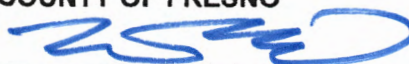
7 Randy Powell, Vice President
8 Print Name & Title

9 67 West 13490 South, Suite 300

10 Draper, Utah 84020

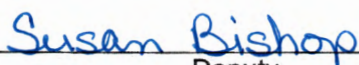
11 Mailing Address

COUNTY OF FRESNO


Nathan Magsig
Chairman of the Board of Supervisors of
the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

12
13
14
15 By: 
16 Deputy

17 FOR ACCOUNTING USE ONLY:

18 ORG: 89050000

19 Account: 7311
20
21
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SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit A

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

Exhibit B

Description	Cost
8.5" x 11"	\$0.0279
11" x 14"	\$0.0279
Miscellaneous other items including fragile, confidential, and/or pocket folders.	\$0.0279
Content destruction	No Charge
Document storage in excess of 90 days (not to exceed 180 days)	\$0.28 per box per month

COUNTY OF FRESNO



REQUEST FOR QUOTATION

NUMBER: 19-040

CONVERSION OF PAPER DOCUMENTS TO ELECTRONIC DATA FILES

Issue Date: January 9, 2019

Closing Date: FEBRUARY 5, 2019 AT 2:00 P.M.

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Debbie Scharnick at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFQ.
Bid must be signed and dated by an authorized officer or employee.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of _____ % _____ days will apply. County does not accept terms less than 15 days.

COMPANY

CONTACT PERSON

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

E-MAIL ADDRESS

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

Purchasing Use: DS:yj

ORG/Requisition: 2880 / 2880190063

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KEY DATES

RFQ Issue Date: January 9, 2019

Written Questions for RFQ Due: January 22, 2019 at 10:00 A.M.
Questions must be submitted on the Bid Page at Public Purchase.

RFQ Closing Date: February 5, 2019 at 2:00 P.M.
Quotations must be electronically submitted on the Bid Page.

OVERVIEW

The County of Fresno is soliciting bids to provide all labor, materials equipment, permits, fees, taxes and insurance etc., to perform document scanning and indexing services that will convert paper files into an electronic digital format as specified herein.

BID INSTRUCTIONS

- Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- Bids received after the closing time will NOT be considered.
- All quotations shall remain firm for 180 days.
- Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing prior to the date and time stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- APPEALS: Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFQ. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 **and** in Word format to gcornuelle@FresnoCountyCA.gov. Appeals should address only areas regarding RFQ contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

GENERAL REQUIREMENTS & CONDITIONS

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **do not** apply to this Request for Quotation.

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by January 22, 2019, 10:00 AM, cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Debbie Scharnick at (559) 600-7110.

NOTE: Time constraints will prevent County from responding to questions submitted after the cut-off date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

AWARD: The County of Fresno reserves the right to make the award on the basis of the entire group or on a per line item basis. The award will be made in a manner determined to be to the best advantage of the County. Past performance (County contracts within the past seven years) and references may factor into awarding of a contract. The County will be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids. Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

CODES AND REGULATIONS: All work and material to conform to all applicable Federal, State, local and special district building codes, laws, ordinances, and regulations.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 7.975% regardless of vendor's place of doing business.

TAXES, PERMITS & FEES: The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

TAXES, CHARGES AND EXTRAS:

- A) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- B) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- C) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

SPECIFICATIONS AND EQUALS: Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

LITERATURE: Bidders shall submit literature, which fully describes items on which they are bidding, not later than the closing date of this bid. Any and all literature submitted must be stamped with bidders name and address.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

PACKAGING: Each item listed in the bid gives as part of its description the minimum packaging size that the County would order. The County feels it more reasonable to order the successful bidder's standard "carton" sizes; therefore, each bidder is asked to fill in the information for each item. Normally the circumstances resort to minimum package size orders. Be sure to fill in your "standard" carton size on the quotation schedule if different from stated.

Quote separate prices on each individual item in County unit of measure (i.e., EA, DZ, PG, not your standard carton price).

VENDOR ASSISTANCE: Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

BIDDERS' LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

PRICES: Bidder agrees that prices quoted are for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

ADDENDA: In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

INVOICING: All invoices are to be delivered in duplicate to the ordering department. Each invoice shall reference the purchase order or contract number. The contractor shall obtain the "invoice to" address when receiving the order.

PAYMENT: County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, in lieu of the net forty-five (45) days payment terms.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years.

RENEWAL: Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

QUANTITIES: Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

ORDERING: Orders will be placed as required by County of Fresno Public Defender.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such

matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

MATERIALS TO BE NEW: All materials shall be new and of merchantable grade, free from defect. No bid will be considered unless it is accompanied by a complete list of manufacturer's catalog numbers of the items, which the bidder proposes to furnish, together with full descriptive literature on all items so enumerated. If item proposed differs from these specifications, bidder shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.

SAFETY DATA SHEETS: With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

RECYCLED PRODUCTS/MATERIALS: Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

DAMAGE TO EXISTING WORK: Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

CLEAN UP: The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

WATER, POWER & TOILET FACILITIES: Successful bidder may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidder. Successful bidder will be required, however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

COORDINATE WORK WITH OWNER: Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

INSPECTION: All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

SUPERVISION: The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and

compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

STANDARD OF PERFORMANCE: All work shall be performed in a good and workmanlike manner.

SAFEGUARDS: The contractor shall provide safeguards, in conformity with all local codes and ordinances as may be required.

BONDS:

Bonding Company Requirements: Each bond specified in this RFQ (bid bond, faithful performance bond and payment bond) shall meet the requirements of all applicable statutes, including but not limited to those specified in Public Contract Code section 20129 and Civil Code section 3248. Each bond specified in this RFQ shall be issued by a surety company designated as an admitted surety insurer in good standing with and authorized to transact business in this state by the California Department of Insurance, and acceptable to the County of Fresno. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance. Additionally, the County of Fresno, in its discretion, when determining the sufficiency of a proposed surety company, may require the surety company to provide additional information supported by documentation. The County generally requires such information and documentation whenever the proposed surety company has either a Best's Key Rating Guide of less than B+ or a financial size designation of less than VIII. Provided, however, that the County expressly reserves its right to require all information and documentation to which the County is legally entitled from any proposed surety company.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond.

BONDING COMPANY: The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

COORDINATION AND COMPLETION: The successful bidder shall contact and meet with the County Coordinator at the job site prior to commencement and completion of any work.

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

NOTICE TO PROCEED: Following execution of the agreement by both parties (County and Contractor), the County will issue a written Notice to Proceed for the project specified herein. The completion period as defined below, shall commence upon the date that the Notice to Proceed is delivered to the Contractor.

GUARANTEE: The successful bidder shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

DEFAULT: In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

OBLIGATIONS OF CONTRACTOR: Contractor warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

TIE BIDS: With all other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, the tied vendors will be granted the opportunity to submit new bids or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

DATA SECURITY: Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

AUDITS AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

BIDDER TO COMPLETE:

GUARANTEED PICK UP AND/OR DELIVERY: Bidder will be considered in award of bid only if they can guarantee. Enter guarantee on this line (i.e. number of days from receipt of order to delivery):

SERVICE LOCATION:

State specific location, where service and/or maintenance can be obtained. Failure to furnish this information will be cause for rejection of bid.

ADDITIONAL ITEMS:

The County may require additional items from those in bid schedule.

Price list for additional items:

A [] percent discount from manufacturer's enclosed price list will be allowed on purchases of all additional items.

Prices on additional items will be based on successful bidder's firm discount prices from manufacturer's current published price list. Successful bidder will be required to file any new price list that may become effective during the life of the contract with the County of Fresno Purchasing Manager within thirty (30) days of its becoming effective.

State Purchase Order mailing address:

MINIMUM ORDER: Bidder to state minimum order quantities and charges for less than minimum order quantity (if not stated it will be assumed there are none).

SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

LICENSE:

Bidder to possess appropriate license for the project in accordance with current regulations/statutes.

INSURANCE REQUIREMENTS

INSURANCE: Without limiting the County's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Public Defender Attn: Cheri Yau, 2220 Tulare Street, 3rd Floor, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

BIDDER TO COMPLETE THE FOLLOWING:**PARTICIPATION**

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

SCOPE OF WORK

The County of Fresno on behalf of the Public Defender's Office is soliciting bids under which the successful bidder will provide all labor, materials, taxes, insurance, guarantees, etc. as necessary to perform document scanning and indexing services that will convert paper files into an electronic/digital format, (i.e. a Windows file and folder structure).

Pick up and pack all the documents from the County of Fresno. Securely transport said materials to process as described below.

Upon completion of work, securely transport all materials picked up, back to the County of Fresno, unless instructed by the County to shred documents.

An estimated 10,500 boxes of case files, or approximately 2,400 pages per box, for a total estimated volume of 25,200,000 images, to be broken down into batches of not more than 250 boxes.

This project should be completed within three to five years.

Performance of all work must be at a facility within California. Work may not be performed outside the state of California

Any subcontractors or third party vendors who may be used in any aspect of this process must be pre-approved by the Public Defender's office prior to the award of any bid.

Requirements:

- Transport materials securely to the facility to be processed as described below.
- Pickup documents/boxes from County's multiple locations using Contractor's vehicles and employees, securely transporting to facility for scanning.
 - o Contractor's employees will provide boxes to pack all the County documents and palletize boxes if necessary.
 - o Not more than a maximum of 250 boxes shall be picked up at one time.
 - o Create an internal barcode control number range for each box prior to pickup
 - o Maintain chain of custody for all documents/boxes picked up at County's location.
- Upon arrival of shipment at Contractor's storage center:
 - o Enter barcode control numbers into the Contractor's tracking system in order to track the location, status, and progress of each individual box.
 - o Provide barcode control numbers to the County once the manifest is created.
 - o Photograph and tag all damaged boxes.
 - o Security issues shall be resolved within one hour and the County shall be notified immediately
 - o All documents will be maintained and stored within a secure space.
 - o Vendor must provide proof of safeguards preventing accidental damage to the documents including but not limited to theft, fire or water damage.
- Analyze the contents of each box and create a detailed log to identify the box contents.
 - The log shall include:
 - o Pages, folders, condition of documents, condition of box, and index variations.
 - o The log will be kept separately and later used to crosscheck the finished products.
- Any discrepancy shall result in a full audit of the box.

- Upon completion of work, securely transport said materials back to the County of Fresno, unless instructed by the County to shred documents

Description of Documents to be Scanned:

The files consist of several different types of documents for scanning. The majority of the documents contain multiple pages and are single-sided. Some documents are double-sided and some contain a mixture of both single-sided and double-sided pages. Other documents include pages with fold-outs as large as double letter (11" x 17").

Below are some common examples:

- o Letter size documents (this represents the majority of the contents of the files)
- o Legal size documents
- o Ledger size documents
- o Post-it notes
- o Attorneys' notes on varying sizes of paper
- o Tabbed paper exhibits
- o Photo exhibits
- o Letters received with attached envelopes
- o Spiral Bound or otherwise bound transcripts, briefs, etc.
- o Pocket file folders containing printing on the front and/or back, on the inside and/or outside
- o File folders with stamped or written information on the outside and inside covers
- o Fragile documents
- o Files may contain either typed or handwritten indexing information

Preparation of documents for scanning shall include:

- o Remove staples, paperclips, and other binding, unfold any dog-ears inspect and repair damaged pages as needed.
- o Taped notes and sticky notes will be transferred to the back of the original document, or to a clean piece of paper in ordered to be scanned.
- o Insertion of separator sheets are to be used to separate sections within the files as documents are removed from folders.

Imaging Specifications:

- Documents are to be scanned from front to back as presented in the file folder.
- Each batch scanned must have a batch identifier (identifier provided by the Public Defender).
- Vendor must provide images in PDF/A standard format.
- Scan at a minimum of 300 dpi.
- Size of each PDF/A file shall not exceed 500MB.
- Each document must be scanned using OCR (Optical Character Recognition)

- Each individual file created of imaged documents must contain the following identifier in the file name.
 - o Case number (9-digits, e.g. F18000000 or M18000000, to be taken from case label on outside of file folder)
 - o If multiple PDF/A files for the same case, use -1, -2, -3, etc. to name consecutive files for the same case.
- Duplex scan to capture both front and back of document where needed.
- Color images must be viewable quality so that detail in the image is captured.
- Color photos and documents that have colored pencil marks will be scanned in color.
- Size of image must be relative to the original (measuring horizontally and vertically)
- Images must be correctly oriented for viewing, (no skewing or inverting).
- Text must be legible up to the edge of the document.
- Borders shall not be cropped.
- There shall be no missing portion of the edge of the image.
- Contrast ratio between the text and the background must be high
- Contrast on grey scale images should represent the original image
- All documents should be of adequate brightness
- There shall be no color dropout
- There shall be no poor thresholding (dropped low contrast features, dark background obscuring foreground)
- No character dropout, (a missing character)
- No missing lines
- Image must be devoid of speckles or noise in the background of the image
- No repeated scan lines on successive images
- No repeated pixel on successive images
- There shall be no poor focus (small characters or features must be legible)

- All blank pages shall be removed and not scanned
- 10% of the images will be spot checked for image quality and readability, prior to delivery to the Public Defender for review.
- Each file will be indexed by the successful Vendor for quick retrieval using the index information provided. Index metadata must be included with each file. Data to be captured in the metadata includes the following core index fields:
 - o Case number (9-digits, e.g. F18000000 or M18000000, to be taken from case label on outside of file folder).
 - o Defendant name
 - o Every written page shall be scanned.
 - o All errors shall be fixed within 24 hours of contacting the County, and at no additional cost to the County.
 - o Image repair, file separation and index correction shall be done in real time and forwarded to the County within 24 hours
- Quality control of scanning, image control and indexing will be performed once completed.
 - o The data shall then be moved to contractor's dedicated image server in order to provide the county instant access to search scanned documents. The County will perform their own quality control in addition to the vendor's quality control check.
 - o Documents that are imaged will be stored for 3 months free of charge per delivery during quality checking and disposition determination.
 - o Upon county's approval of scanned documents, deliver images via a secure file transfer protocol or deliver the images on an encrypted, password protected hard drive.
- Formal approval shall be obtained from the County prior to the initiation of shredding any document. County will be given a certificate of destruction for all documents shredded.

Processing Specifications:

- Fragile or other type documents that require special handling shall be processed in the safest manner to protect the integrity of the original document and ensure the electronic format is easily legible. This may include photocopying the original fragile document and scanning the photocopied version of the document when necessary.
- Optical Character Recognition (OCR) of text process must be performed on 100 % of the files scanned.
- Post-It notes shall be positioned in a manner so as not to obscure the document text, taped to the back of the document, or taped to an 8 ½" x 11" sized piece of paper prior to scanning.
- The Public Defender's office will create the index of the case number and box number.
- Original documents are not to be destroyed until scanned images are fully accepted by Public Defender's office

- The encrypted external hard drive(s) with scanned images are to be certified as virus and malware free, prior to return delivery
- Hard drive connection interface is to be USB-2 or USB-3. If other please specify
- Encryption key to be provided separately from the returned drives
- List the name(s) of the Courier(s) and tracking method that will be used for the returned scanned file.
- Provide an estimated file size of all scanned images
- The images must meet "Legal Admissibility" in compliance with State and Federal laws

Meetings:

- o Prior to the commencement of any services, the Contractor and the County shall meet, to discuss and mutually establish the shortest possible time line to complete the project, set milestones, and determine the best procedure to retrieve files sent for scanning. Instructions for the disposition of all physical media like, CDs/DVDs or Flash drives or different type of media will be agreed upon at this meeting.

Compensation:

- Upon completion of each batch, to the satisfaction of the County project manager, Contractor shall invoice the County for the services completed. A batch will consist of not more than 250 boxes.
- The invoice shall be prepared on Contractor's letterhead and contain the following information
 - o The services provided
 - o The date(s) of service
 - O The total charges to the County for the services delivered

COMPLY/NOT COMPLY

Compliance and understanding of the specification is to be noted by marking "COMPLY" on the line provided to the right of the specification. Non-compliance is to be indicated by marking "NOT COMPLY" on the line. A detailed statement explaining why they fail to meet the stated specification or requirement must accompany all non-compliant items.

Failure to mark this page could result in your quotation being non-responsive.

BIDDER TO COMPLETE THE FOLLOWING:

**COMPLY/
NOT COMPLY**

- | | |
|--|-------|
| 1. Optical Character Recognition will be performed on 100% of all files scanned | _____ |
| 2. Vendor will provide a certificate of destruction for all documents destroyed | _____ |
| 3. Vendor will provide an audit trail of the document chain of custody to the Public Defender's Office | _____ |
| 4. Scanned images will be in PDF/A standard format | _____ |
| 5. Images will be scanned with a minimum of 300 dpi | _____ |
| 6. PDF/A file size shall not exceed 500MB | _____ |
| 7. Vendor will guarantee all images scanned will meet or exceed each and every image specification set forth within this RFQ | _____ |
| 8. Vendor has the capability of scanning unique sized documents to meet the minimum image results specifications listed within this RFQ | _____ |
| 9. Vendor can meet or surpass all State and Federal legal requirements and laws that apply to the handling of confidential records, documents and images | _____ |
| 10. Vendor will provide Quality Control equal to not less than medium industry standards | _____ |
| 11. Vendor can provide a secured scanning and prep area 24/7 that prohibits the use of any type of recording devices, such as, but not limited to: cameras and cell phones | _____ |
| 12. Vendor will provide proof of safeguards against accidental damage to documents | _____ |
| 13. Does the bidder anticipate or have any intension of using a third party or subcontractor for any aspect of this RFQ? | _____ |

Compliance may be subject to verification by the Public Defender's Office

****Please Note:** Failure to comply to all services requested will not automatically disqualify any Bidder. ☐

QUOTATION SCHEDULE

All Quotes shall include all costs for:

Pickup, any necessary preparation of boxes for shipping, scanning, indexing, quality control and delivery of data.

Description	Estimated Quantity	Unit	Unit Price	Extended Price
8.5 x 11	2,324,070	Per page	\$	\$
11 x 17	174,930	Per page	\$	\$
Document Destruction	10,500	Per Box	\$	\$
All other sized, fragile, confidential, and/or Pocket folders	199,920	Per page	\$	\$
Applicable Sales tax				

TOTAL COST \$_____

CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

Check off each of the following:

1. _____ The Request for Quotation (RFQ) has been signed and completed.
2. _____ Addenda, if any, have been signed and included in the bid package.
3. _____ The completed *Reference List* as provided with this RFQ.
4. _____ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
5. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
6. _____ The *Participation* page as provided within this RFQ has been signed and included
7. _____ *Bidder to Complete* page as provided with this RFQ.
8. _____ Return checklist with RFQ response.
9. _____ **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

COUNTY OF FRESNO
ADDENDUM NUMBER: ONE (1)
RFQ NUMBER: 19-040
CONVERSATION OF PAPER DOCUMENTS TO
ELECTRONIC DATA FILES

Issue Date: January 29, 2019

CLOSING DATE: FEBRUARY 7, 2019 AT 2:00 P.M.

Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance contact **Debbie Scharnick** at (559) 600-7110.

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 19-040 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

- **Closing date has been extended to February 7, 2019 at 2:00 PM**
- **Please see the attached for answers to the questions submitted**

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFQ 19-040

COMPANY NAME: _____
(PRINT)

SIGNATURE: _____

NAME & TITLE: _____
(PRINT)

Purchasing Use: DS:yj

ORG/Requisition: 2880 / 2800190063

QUESTIONS AND ANSWERS

Q1. Would you consider a vendor outside of the state of California for indexing only? Images would be viewed by indexers through secured cloud (Citrix)

A1. No

Q2. The bid states must be performed in the state of California, would you consider a vendor outside of CA if price and experience were advantageous?

A2. No

Q3. The Scope of Work states 25,200,000 images but the Pricing form estimated qty is at 2,324,070, please clarify the estimated images that need to be converted.

A3. Please replace the Quotation Schedule with the attached "Revised Quotation Schedule". This has the amended estimated quantities.

Q4. Is the County asking the Contractor to provide boxes and labor to box up the files for transport to the Contractor's facility?

A4. Yes

Q5. For the detailed log to be created by the Contractor, the County is requesting a breakdown of "Pages, folders, condition of documents, condition of box, and index variations." Is the Contractor required to count the number of pages per file? Manual counting of pages is an inaccurate and slow process.

A5. The process of scanning in documents should count the pages. Manual counting will not be necessary.

Q6. On page 18 the bid says files are to be indexed by 9-digit case numbers and on page 19 it says they are to be indexed by 9-digit case number and Defendant name. Is the Defendant Name required? If so, does the County have a database of case file numbers and Defendant Name they can provide to the Contractor?

A6. Files will be indexed by case number, defendant name and birthday. Yes the County has a database.

Q7. Please confirm that the County will create an index of Case Number and Box Number

A7. Yes

Q8. Will the contractor be boxing up the files for the County?

A8. Yes

Q9. Will one case file be one electronic document or will there be a need to identify individual document types within a case file?

A9. One case file will be one electronic document.

Q10. What is the average number of pages per file?

A10. 55-60% are Misdemeanor, which are 5-10 pages in length
35-40% are Felony, which are 10-20 pages in length
3-5% are Serious Felonies, which are 50-100 pages in length

Q11. What percentage of the scanning will be in color?

A11. Less than 5%

Q12. Page 19: Indexing is Case Number and Defendant Name. What is format for Defendant Name? ie. Last, First. Please provide example.

A12. Court Case Number – Last name, First name.

Q13. RFQ requires transportation in Company Owned Vehicles. Will you consider fully vetted contractor to company with credible references?

A13. Yes

Q14. Page 16: "Performance of all work must be at a facility within California." Could vendor come on-site and convert documents at county facility?

A14. No

Q15. What Document management system will the County be importing scanned images into?

A15. This is yet to be determined.

Q16. Does the county intend to keep all encrypted drives or return them once files are accepted? If returned, sales tax will not need to be applied

A16. The County intends to keep all files.

Q17. The vendor is responsible for creating a manifest of shipment and box contents. Does the County have a template manifest for the vendor to use or can the vendor provide their own?

A17. The vendor can provide their own manifest.

Q18. Is there a specific import process needed to accomplish successful import that the vendor will need to be aware of?

A18. No

Q19. Can the county produce picture samples of what condition boxes are in, what the box contents look like and where the boxes are stored? A sample of what a case file would look like?

A19. For confidential reasons we can only provide the attached pictures of sample boxes.

Q20. Is there an estimated # of case files/box? The county is requesting an estimated size for PDF/A files not exceed 500MB so a total estimated batch size would be easier to calculate if an average # of case files/box was provided

A20. Misdemeanor: 200 files/boxes

Felony: 50-100 files/boxes

Serious Felonies: On rare occasions one file could require multiple boxes.

Q21. What % of the boxes are potentially damaged, requiring repair and photographs/tagging?

A21. None of the boxes should be damaged

Q22. For folders with writing/information on the front, back, inside or outside, does this information need to be captured? Can the folder itself be scanned?

A22. Yes, information on the front, back, inside or outside the folders must be captured. Yes, the folder itself can be scanned.

Q23. Per page 9 of the RFP, BONDING is mentioned. Typically bonding is not required on scanning jobs of this type. Is bonding a requirement of the bidder or can this be waived?

A23. Bonding will not be required for this bid.

**Q24. Page 9: "successful bidders may be required to furnish a faithful performance bond."
Will vendor be required to furnish "Performance Bond"? If yes, how much?**

A24. Bonding will not be required for this bid.

Q25. We are just submitting one electronic copy through public purchase. is that correct or are we sending hard copies ass well. i don't see a bid submitter specifications.

A25. Yes all responses must be submitted through Public Purchase

Q26. On page 11. Additional Items. Are we to submit a generic price list for the bid or is this after contact award.

A26. Pricing for additional items will be discussed after the contract has been awarded.

REVISED QUOTATION SCHEDULE

All Quotes shall include all costs for:

Pickup, any necessary preparation of boxes for shipping, scanning, indexing, quality control and delivery of data.

Description	Estimated Quantity	Unit	Unit Price	Extended Price
8.5 x 11	21,700,000	Per page	\$	\$
11 x 17	1,633,333	Per page	\$	\$
Document Destruction	10,500	Per Box	\$	\$
All other sized, fragile, confidential, and/or Pocket folders	1,866,667	Per page	\$	\$
Applicable Sales tax				

TOTAL COST \$_____



LIST NO. _____
BOX NO. _____

FRESNO COUNTY RECORDS MANAGEMENT
35085
AIR ID: _____

LIST NO. _____
BOX NO. _____

FRESNO COUNTY RECORDS MANAGEMENT
35000
AIR ID: _____

LIST NO. _____
BOX NO. _____

FRESNO COUNTY RECORDS MANAGEMENT
35086
AIR ID: _____

LIST NO. _____
BOX NO. _____

FRESNO COUNTY RECORDS MANAGEMENT
35002
AIR ID: _____

LIST NO. _____
BOX NO. _____

FRESNO COUNTY RECORDS MANAGEMENT
35097
AIR ID: _____

LIST NO. _____
BOX NO. _____

FRESNO COUNTY RECORDS MANAGEMENT
35001
AIR ID: _____



COUNTY OF FRESNO
ADDENDUM NUMBER: TWO (2)
RFQ NUMBER: 19-040
CONVERSION OF PAPER DOCUMENTS TO
ELECTRONIC DATA FILES

Issue Date: January 29, 2019

CLOSING DATE: FEBRUARY 7, 2019 AT 2:00 P.M.

Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance contact **Debbie Scharnick** at (559) 600-7110.

NOTE THE FOLLOWING ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 19-040 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

➤ **To clarify the following two (2) questions**

The County is not requesting the Contractor to provide any boxes.
The County is requesting our boxes be packed for secure transport, i.e. Palletize the boxes.

Question:
Is the County asking the Contractor to provide boxes and labor to box up the files for transport to the Contractor's facility?

Answer: Yes

☐

Question:
Will the contractor be boxing up the files for the County?

☐

Answer: Yes

☐

ACKNOWLEDGMENT OF ADDENDUM NUMBER TWO (2) TO RFQ 19-040

COMPANY NAME: _____
(PRINT)

SIGNATURE: _____

NAME & TITLE: _____
(PRINT)

Purchasing Use: DS:yj

ORG/Requisition: 2880 / 2800190063

Response to RFQ 19-040:

Conversion of Paper Documents to Electronic Data Files

Provided for:

County of Fresno
Public Defender's Office



Prepared by:

Hal Redjai, Senior Director Business Development – Government Services
MetaSource, LLC
1517 North Harmony Circle
Anaheim, CA 92807
Office 385.351.6651 | Mobile 714.322.9233
hredjai@metasource.com

February 7, 2019





February 7, 2019

Debbie Scharnick
County of Fresno
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

Re: Response to RFQ 19-040 Conversion of Paper Documents to Electronic Data Files

Dear Ms. Scharnick:

Thank you for the opportunity for MetaSource to submit this proposal to the County of Fresno (the County) to provide *Conversion of Paper Documents to Electronic Data Files* services. With the stated scope of work falling directly into our core service offerings, MetaSource is confident of our position to deliver the technical expertise, security, and quality that the County demands of its vendor-partner.

This proposal clearly exhibits MetaSource's credentials and qualifications to successfully undertake the services requested by the County. We deliver the strength, depth, and breadth of a large public firm with the appreciation, customer focus, and flexibility of a mid-sized private firm. This type of agility directly translates to reduced risk, continuous process improvement, shared best practices, and unsurpassed value for the County.

MetaSource will be responsible to provide all services and materials to complete the project, start to finish. As demonstrated throughout our proposal, we offer the County established resources, infrastructure, and technological, security, and quality assurance capabilities to successfully support this contract. As the County conducts its evaluation of potential partners, we are certain that it will take note of:

- ✓ Our thorough understanding of case file processing;
- ✓ The extensive expertise of our account governance team – 100 years' combined experience on similar projects;
- ✓ Our outstanding reputation with our clients;
- ✓ Our best-in-class deliverables and **zero defects methodology**;
- ✓ Our partnership approach to support; and
- ✓ That those attributes set us apart from our competitors.

Within this document we have addressed each RFQ requirement, and have also provided additional related information to assist the County with its evaluation of MetaSource's capabilities. We look forward to a favorable review of this response and appreciate the opportunity to engage in further discussion and demonstration of our capabilities.

Regards,

A handwritten signature in black ink, appearing to read "Hal Redjai".

Hal Redjai, Senior Director Business Development – Government Sector
Office 385.351.6651 | Mobile 714.322.9233
hredjai@metasource.com



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RFQ Checklist

To assist the County with its bidder evaluation process, MetaSource has expanded the following checklist that identifies each RFQ requirement and its location within our proposal.

RFQ Requirement	Compliant	Location within Proposal/Comments
1. The Request for Quotation (RFQ) has been signed and completed.	✓	Section 1
2. Addenda, if any, have been signed and included in the bid package.	✓	Section 1
3. The completed <i>Reference List</i> as provided with this RFQ.	✓	Section 1
4. The <i>Quotation Schedule</i> as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.	✓	Section 1 <u>Please note that MetaSource has replaced the original RFQ Quotation Schedule with the revised Quotation Schedule as provided within Addendum 2.</u>
5. Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.	✓	Section 2
6. The <i>Participation</i> page as provided within this RFQ has been signed and included.	✓	Section 1
7. <i>Bidder to Complete</i> page as provided with this RFQ.	✓	Section 1
8. Return checklist with RFQ response.	✓	Section 1
9. Completed RFQ in pdf format, electronically submitted to the Bid Page on PublicPurchase.	✓	



Section 1. Fully Executed RFQ

This section contains MetaSource's fully executed RFQ document. This includes:

- Signed addenda
- RFQ Reference List
- Revised RFQ Quotation Schedule
- RFQ Participation page
- RFQ Bidder to Complete page
- RFQ checklist



COUNTY OF FRESNO



REQUEST FOR QUOTATION

NUMBER: 19-040

CONVERSION OF PAPER DOCUMENTS TO ELECTRONIC DATA FILES

Issue Date: January 9, 2019

Closing Date: FEBRUARY 5, 2019 AT 2:00 P.M.

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Debbie Scharnick at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFQ.
Bid must be signed and dated by an authorized officer or employee.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of N/A % N/A days will apply. County does not accept terms less than 15 days.

MetaSource, LLC

COMPANY

Hal Redjai

CONTACT PERSON

157 N Harmony Circle

ADDRESS

Anaheim

CITY

CA

92807

STATE

ZIP CODE

(385) 351-6651

hredjai@metasource.com

TELEPHONE NUMBER

E-MAIL ADDRESS

AUTHORIZED SIGNATURE

Randy Powell

Vice President

PRINT NAME

TITLE

Purchasing Use: DS:yj

ORG/Requisition: 2880 / 2880190063

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KEY DATES

RFQ Issue Date: January 9, 2019

Written Questions for RFQ Due: January 22, 2019 at 10:00 A.M.
Questions must be submitted on the Bid Page at Public Purchase.

RFQ Closing Date: February 5, 2019 at 2:00 P.M.
Quotations must be electronically submitted on the Bid Page.

OVERVIEW

The County of Fresno is soliciting bids to provide all labor, materials equipment, permits, fees, taxes and insurance etc., to perform document scanning and indexing services that will convert paper files into an electronic digital format as specified herein.

BID INSTRUCTIONS

- Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- Bids received after the closing time will NOT be considered.
- All quotations shall remain firm for 180 days.
- Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing prior to the date and time stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- APPEALS: Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFQ. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 **and** in Word format to gcornuelle@FresnoCountyCA.gov. Appeals should address only areas regarding RFQ contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

GENERAL REQUIREMENTS & CONDITIONS

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **do not** apply to this Request for Quotation.

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by January 22, 2019, 10:00 AM, cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Debbie Scharnick at (559) 600-7110.

NOTE: Time constraints will prevent County from responding to questions submitted after the cut-off date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

AWARD: The County of Fresno reserves the right to make the award on the basis of the entire group or on a per line item basis. The award will be made in a manner determined to be to the best advantage of the County. Past performance (County contracts within the past seven years) and references may factor into awarding of a contract. The County will be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids. Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

CODES AND REGULATIONS: All work and material to conform to all applicable Federal, State, local and special district building codes, laws, ordinances, and regulations.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 7.975% regardless of vendor's place of doing business.

TAXES, PERMITS & FEES: The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

TAXES, CHARGES AND EXTRAS:

- A) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- B) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- C) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

SPECIFICATIONS AND EQUALS: Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

LITERATURE: Bidders shall submit literature, which fully describes items on which they are bidding, not later than the closing date of this bid. Any and all literature submitted must be stamped with bidders name and address.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

PACKAGING: Each item listed in the bid gives as part of its description the minimum packaging size that the County would order. The County feels it more reasonable to order the successful bidder's standard "carton" sizes; therefore, each bidder is asked to fill in the information for each item. Normally the circumstances resort to minimum package size orders. Be sure to fill in your "standard" carton size on the quotation schedule if different from stated.

Quote separate prices on each individual item in County unit of measure (i.e., EA, DZ, PG, not your standard carton price).

VENDOR ASSISTANCE: Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

BIDDERS' LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

PRICES: Bidder agrees that prices quoted are for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

ADDENDA: In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

INVOICING: All invoices are to be delivered in duplicate to the ordering department. Each invoice shall reference the purchase order or contract number. The contractor shall obtain the "invoice to" address when receiving the order.

PAYMENT: County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, in lieu of the net forty-five (45) days payment terms.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years.

RENEWAL: Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

QUANTITIES: Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

ORDERING: Orders will be placed as required by County of Fresno Public Defender.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such

matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

MATERIALS TO BE NEW: All materials shall be new and of merchantable grade, free from defect. No bid will be considered unless it is accompanied by a complete list of manufacturer's catalog numbers of the items, which the bidder proposes to furnish, together with full descriptive literature on all items so enumerated. If item proposed differs from these specifications, bidder shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.

SAFETY DATA SHEETS: With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

RECYCLED PRODUCTS/MATERIALS: Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

DAMAGE TO EXISTING WORK: Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

CLEAN UP: The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

WATER, POWER & TOILET FACILITIES: Successful bidder may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidder. Successful bidder will be required, however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

COORDINATE WORK WITH OWNER: Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

INSPECTION: All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

SUPERVISION: The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and

compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

STANDARD OF PERFORMANCE: All work shall be performed in a good and workmanlike manner.

SAFEGUARDS: The contractor shall provide safeguards, in conformity with all local codes and ordinances as may be required.

BONDS:

Bonding Company Requirements: Each bond specified in this RFQ (bid bond, faithful performance bond and payment bond) shall meet the requirements of all applicable statutes, including but not limited to those specified in Public Contract Code section 20129 and Civil Code section 3248. Each bond specified in this RFQ shall be issued by a surety company designated as an admitted surety insurer in good standing with and authorized to transact business in this state by the California Department of Insurance, and acceptable to the County of Fresno. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance. Additionally, the County of Fresno, in its discretion, when determining the sufficiency of a proposed surety company, may require the surety company to provide additional information supported by documentation. The County generally requires such information and documentation whenever the proposed surety company has either a Best's Key Rating Guide of less than B+ or a financial size designation of less than VIII. Provided, however, that the County expressly reserves its right to require all information and documentation to which the County is legally entitled from any proposed surety company.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond.

BONDING COMPANY: The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

COORDINATION AND COMPLETION: The successful bidder shall contact and meet with the County Coordinator at the job site prior to commencement and completion of any work.

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

NOTICE TO PROCEED: Following execution of the agreement by both parties (County and Contractor), the County will issue a written Notice to Proceed for the project specified herein. The completion period as defined below, shall commence upon the date that the Notice to Proceed is delivered to the Contractor.

GUARANTEE: The successful bidder shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

DEFAULT: In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

OBLIGATIONS OF CONTRACTOR: Contractor warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

TIE BIDS: With all other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, the tied vendors will be granted the opportunity to submit new bids or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

DATA SECURITY: Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

AUDITS AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

BIDDER TO COMPLETE:

GUARANTEED PICK UP AND/OR DELIVERY: Bidder will be considered in award of bid only if they can guarantee. Enter guarantee on this line (i.e. number of days from receipt of order to delivery):

MetaSource will adhere to 100% of all agreed upon pickup and delivery turnaround times set forth by the
the County. MetaSource will guarantee all scanned data shall be returned within 30 days or less of receipt of physical files

SERVICE LOCATION:

State specific location, where service and/or maintenance can be obtained. Failure to furnish this information will be cause for rejection of bid.

MetaSource will perform 100% of all proposed services out of our Southern California facility located in Anaheim, CA

The address of the facility is 1517 North Harmony Circle, Anaheim CA 92807

ADDITIONAL ITEMS:

The County may require additional items from those in bid schedule.

Price list for additional items:

A [0%] percent discount from manufacturer's enclosed price list will be allowed on purchases of all additional items. NOT Applicable

Prices on additional items will be based on successful bidder's firm discount prices from manufacturer's current published price list. Successful bidder will be required to file any new price list that may become effective during the life of the contract with the County of Fresno Purchasing Manager within thirty (30) days of its becoming effective.

State Purchase Order mailing address:

MetaSource, LLC.

1517 North Harmony Circle, Anaheim CA 92807

MINIMUM ORDER: Bidder to state minimum order quantities and charges for less than minimum order quantity (if not stated it will be assumed there are none).

SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one-half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

MetaSource, LLC is the primary contractor for this project. MetaSource, LLC is a 100% owned subsidiary of the County of Fresno. MetaSource, LLC is a 100% owned subsidiary of the County of Fresno.

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LICENSE:

Bidder to possess appropriate license for the project in accordance with current regulations/statutes.

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

Katid Manonuy
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.

INSURANCE REQUIREMENTS

INSURANCE: Without limiting the County's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Public Defender Attn: Cheri Yau, 2220 Tulare Street, 3rd Floor, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

BIDDER TO COMPLETE THE FOLLOWING:**PARTICIPATION**

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

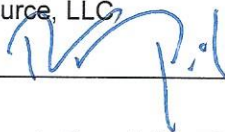
Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☒ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐ No, we will not extend contract terms to any agency other than the County of Fresno.

MetaSource, LLC

By



(Authorized Signature)

Randy Powell, Vice President

Title

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Superior Court of California, County of Los Angeles

Reference Name: _____ Contact: Nancy Guerra
 Address: 210 W. Temple Street, Room 6-530,
 City: Los Angeles State: CA Zip: 90012
 Phone No.: (213 830)0205 Date: 2015- Present
 Service Provided: The solution includes document preparation, scanning, indexing, and the upload of electronic images.

MetaSource has been contracted to perform real-time scanning 100% QC review of all case files types for Court. Monthly scanning of 3MM images

In addition MetaSource was recently awarded a 3 year contract to perform archive file scanning for the court.

Superior Court of California, County of San Bernardino

Reference Name: _____ Contact: David Gonzales
 Address: 247 West Third Street
 City: San Bernardino CA State: _____ Zip: 92415
 Phone No.: (909 708-8742 Date: 2012-Present
 Service Provided: MetaSource has been capturing and processing the Court's case files for over seven years.

The solution includes document preparation, scanning, indexing, and the upload of electronic images.

Reference Name: County of Franklin Courts Contact: Justin J. McHenry, Archives Director
 Address: 157 Lincoln Way East
 City: Chambersburg PA State: _____ Zip: 17201
 Phone No.: (717) 261.3154 ext. 23556 Date: 2015-2018
 Service Provided: The solution includes document preparation, scanning, indexing, and the upload of electronic images.

MetaSource successfully converted and uploaded all court files to the County's full satisfaction and within project timeframe and cost.

The completed jobs encompassed approximately 5 million pages.

Reference Name: City of Newport Beach Contact: Lanny Krage
 Address: 100 Civic Center Drive
 City: Newport Beach CA 92 State: _____ Zip: 660
 Phone No.: (949 644-3231 Date: 2006 - Present
 Service Provided: We have been providing a solution that includes document preparation, scanning, indexing, and the upload of electronic

ongoing basis for 6 years.

Reference Name: State of Oregon Judicial Department (OJD)- Jackson County Circuit Court Contact: Tina Qualls, Civil Supervisor, Jackson County Courts
 Address: 100 South Oakdale
 City: Medford State: OR Zip: 97501
 Phone No.: (541) 776.7171 ext. 124 Date: _____

Service Provided: The solution includes document preparation, scanning, indexing, and the upload of electronic images of over ~42,000 thousand confidential court documents files.

MetaSource successfully converted and uploaded all court files to the County's full satisfaction and within project timeframe and cost.

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

SCOPE OF WORK

The County of Fresno on behalf of the Public Defender's Office is soliciting bids under which the successful bidder will provide all labor, materials, taxes, insurance, guarantees, etc. as necessary to perform document scanning and indexing services that will convert paper files into an electronic/digital format, (i.e. a Windows file and folder structure).

Pick up and pack all the documents from the County of Fresno. Securely transport said materials to process as described below.

Upon completion of work, securely transport all materials picked up, back to the County of Fresno, unless instructed by the County to shred documents.

An estimated 10,500 boxes of case files, or approximately 2,400 pages per box, for a total estimated volume of 25,200,000 images, to be broken down into batches of not more than 250 boxes.

This project should be completed within three to five years.

Performance of all work must be at a facility within California. Work may not be performed outside the state of California

Any subcontractors or third party vendors who may be used in any aspect of this process must be pre-approved by the Public Defender's office prior to the award of any bid.

Requirements:

- Transport materials securely to the facility to be processed as described below.
- Pickup documents/boxes from County's multiple locations using Contractor's vehicles and employees, securely transporting to facility for scanning.
 - o Contractor's employees will provide boxes to pack all the County documents and palletize boxes if necessary.
 - o Not more than a maximum of 250 boxes shall be picked up at one time.
 - o Create an internal barcode control number range for each box prior to pickup
 - o Maintain chain of custody for all documents/boxes picked up at County's location.
- Upon arrival of shipment at Contractor's storage center:
 - o Enter barcode control numbers into the Contractor's tracking system in order to track the location, status, and progress of each individual box.
 - o Provide barcode control numbers to the County once the manifest is created.
 - o Photograph and tag all damaged boxes.
 - o Security issues shall be resolved within one hour and the County shall be notified immediately
 - o All documents will be maintained and stored within a secure space.
 - o Vendor must provide proof of safeguards preventing accidental damage to the documents including but not limited to theft, fire or water damage.
- Analyze the contents of each box and create a detailed log to identify the box contents.
 - The log shall include:
 - o Pages, folders, condition of documents, condition of box, and index variations.
 - o The log will be kept separately and later used to crosscheck the finished products.
- Any discrepancy shall result in a full audit of the box.

- Upon completion of work, securely transport said materials back to the County of Fresno, unless instructed by the County to shred documents

Description of Documents to be Scanned:

The files consist of several different types of documents for scanning. The majority of the documents contain multiple pages and are single-sided. Some documents are double-sided and some contain a mixture of both single-sided and double-sided pages. Other documents include pages with fold-outs as large as double letter (11" x 17").

Below are some common examples:

- o Letter size documents (this represents the majority of the contents of the files)
- o Legal size documents
- o Ledger size documents
- o Post-it notes
- o Attorneys' notes on varying sizes of paper
- o Tabbed paper exhibits
- o Photo exhibits
- o Letters received with attached envelopes
- o Spiral Bound or otherwise bound transcripts, briefs, etc.
- o Pocket file folders containing printing on the front and/or back, on the inside and/or outside
- o File folders with stamped or written information on the outside and inside covers
- o Fragile documents
- o Files may contain either typed or handwritten indexing information

Preparation of documents for scanning shall include:

- o Remove staples, paperclips, and other binding, unfold any dog-ears inspect and repair damaged pages as needed.
- o Taped notes and sticky notes will be transferred to the back of the original document, or to a clean piece of paper in ordered to be scanned.
- o Insertion of separator sheets are to be used to separate sections within the files as documents are removed from folders.

Imaging Specifications:

- Documents are to be scanned from front to back as presented in the file folder.
- Each batch scanned must have a batch identifier (identifier provided by the Public Defender).
- Vendor must provide images in PDF/A standard format.
- Scan at a minimum of 300 dpi.
- Size of each PDF/A file shall not exceed 500MB.
- Each document must be scanned using OCR (Optical Character Recognition)

- Each individual file created of imaged documents must contain the following identifier in the file name.
 - o Case number (9-digits, e.g. F18000000 or M18000000, to be taken from case label on outside of file folder)
 - o If multiple PDF/A files for the same case, use -1, -2, -3, etc. to name consecutive files for the same case.
- Duplex scan to capture both front and back of document where needed.
- Color images must be viewable quality so that detail in the image is captured.
- Color photos and documents that have colored pencil marks will be scanned in color.
- Size of image must be relative to the original (measuring horizontally and vertically)
- Images must be correctly oriented for viewing, (no skewing or inverting).
- Text must be legible up to the edge of the document.
- Borders shall not be cropped.
- There shall be no missing portion of the edge of the image.
- Contrast ratio between the text and the background must be high
- Contrast on grey scale images should represent the original image
- All documents should be of adequate brightness
- There shall be no color dropout
- There shall be no poor thresholding (dropped low contrast features, dark background obscuring foreground)
- No character dropout, (a missing character)
- No missing lines
- Image must be devoid of speckles or noise in the background of the image
- No repeated scan lines on successive images
- No repeated pixel on successive images
- There shall be no poor focus (small characters or features must be legible)

- All blank pages shall be removed and not scanned
- 10% of the images will be spot checked for image quality and readability, prior to delivery to the Public Defender for review.
- Each file will be indexed by the successful Vendor for quick retrieval using the index information provided. Index metadata must be included with each file. Data to be captured in the metadata includes the following core index fields:
 - o Case number (9-digits, e.g. F18000000 or M18000000, to be taken from case label on outside of file folder).
 - o Defendant name
 - o Every written page shall be scanned.
 - o All errors shall be fixed within 24 hours of contacting the County, and at no additional cost to the County.
 - o Image repair, file separation and index correction shall be done in real time and forwarded to the County within 24 hours
- Quality control of scanning, image control and indexing will be performed once completed.
 - o The data shall then be moved to contractor's dedicated image server in order to provide the county instant access to search scanned documents. The County will perform their own quality control in addition to the vendor's quality control check.
 - o Documents that are imaged will be stored for 3 months free of charge per delivery during quality checking and disposition determination.
 - o Upon county's approval of scanned documents, deliver images via a secure file transfer protocol or deliver the images on an encrypted, password protected hard drive.
- Formal approval shall be obtained from the County prior to the initiation of shredding any document. County will be given a certificate of destruction for all documents shredded.

Processing Specifications:

- Fragile or other type documents that require special handling shall be processed in the safest manner to protect the integrity of the original document and ensure the electronic format is easily legible. This may include photocopying the original fragile document and scanning the photocopied version of the document when necessary.
- Optical Character Recognition (OCR) of text process must be performed on 100 % of the files scanned.
- Post-It notes shall be positioned in a manner so as not to obscure the document text, taped to the back of the document, or taped to an 8 ½" x 11" sized piece of paper prior to scanning.
- The Public Defender's office will create the index of the case number and box number.
- Original documents are not to be destroyed until scanned images are fully accepted by Public Defender's office

- The encrypted external hard drive(s) with scanned images are to be certified as virus and malware free, prior to return delivery
- Hard drive connection interface is to be USB-2 or USB-3. If other please specify
- Encryption key to be provided separately from the returned drives
- List the name(s) of the Courier(s) and tracking method that will be used for the returned scanned file.
- Provide an estimated file size of all scanned images
- The images must meet "Legal Admissibility" in compliance with State and Federal laws

Meetings:

- o Prior to the commencement of any services, the Contractor and the County shall meet, to discuss and mutually establish the shortest possible time line to complete the project, set milestones, and determine the best procedure to retrieve files sent for scanning. Instructions for the disposition of all physical media like, CDs/DVDs or Flash drives or different type of media will be agreed upon at this meeting.

Compensation:

- Upon completion of each batch, to the satisfaction of the County project manager, Contractor shall invoice the County for the services completed. A batch will consist of not more than 250 boxes.
- The invoice shall be prepared on Contractor's letterhead and contain the following information
 - o The services provided
 - o The date(s) of service
 - O The total charges to the County for the services delivered

COMPLY/NOT COMPLY

Compliance and understanding of the specification is to be noted by marking "COMPLY" on the line provided to the right of the specification. Non-compliance is to be indicated by marking "NOT COMPLY" on the line. A detailed statement explaining why they fail to meet the stated specification or requirement must accompany all non-compliant items.

Failure to mark this page could result in your quotation being non-responsive.

BIDDER TO COMPLETE THE FOLLOWING:

COMPLY/ NOT COMPLY

1. Optical Character Recognition will be performed on 100% of all files scanned	COMPLY
2. Vendor will provide a certificate of destruction for all documents destroyed	COMPLY
3. Vendor will provide an audit trail of the document chain of custody to the Public Defender's Office	COMPLY
4. Scanned images will be in PDF/A standard format	COMPLY
5. Images will be scanned with a minimum of 300 dpi	COMPLY
6. PDF/A file size shall not exceed 500MB	COMPLY
7. Vendor will guarantee all images scanned will meet or exceed each and every image specification set forth within this RFQ	COMPLY
8. Vendor has the capability of scanning unique sized documents to meet the minimum image results specifications listed within this RFQ	COMPLY
9. Vendor can meet or surpass all State and Federal legal requirements and laws that apply to the handling of confidential records, documents and images	COMPLY
10. Vendor will provide Quality Control equal to not less than medium industry standards	COMPLY
11. Vendor can provide a secured scanning and prep area 24/7 that prohibits the use of any type of recording devices, such as, but not limited to: cameras and cell phones	COMPLY
12. Vendor will provide proof of safeguards against accidental damage to documents	COMPLY
13. Does the bidder anticipate or have any intension of using a third party or subcontractor for any aspect of this RFQ?	☐ ☐ ☐ ☐

Compliance may be subject to verification by the Public Defender's Office

****Please Note:** Failure to comply to all services requested will not automatically disqualify any Bidder. ☐

G:\PUBLIC\RFQ\FY 2018-19\19-040 CONVERSION OF PAPER DOCUMENTS TO ELECTRONIC DATA FILES\19-040 CONVERSION OF PAPER DOCUMENTS TO ELECTRONIC DATA FILES .DOC

Microsoft Word document content area with various symbols and text fragments.

REVISED QUOTATION SCHEDULE

All Quotes shall include all costs for:

Pickup, any necessary preparation of boxes for shipping, scanning, indexing, quality control and delivery of data.

Description	Estimated Quantity	Unit	Unit Price	Extended Price
8.5 x 11	21,700,000	Per page	\$ 0.0279	\$ 605,430.00
11 x 17	1,633,333	Per page	\$ 0.0279	\$ 45,569.99
Document Destruction	10,500	Per Box	\$ NO Charge	\$ 0
All other sized, fragile, confidential, and/or Pocket folders	1,866,667	Per page	\$0.0279	\$ 52,080.01
Applicable Sales tax				

TOTAL COST \$ 703,080.00

CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

Check off each of the following:

1. X The Request for Quotation (RFQ) has been signed and completed.
2. X Addenda, if any, have been signed and included in the bid package.
3. X The completed *Reference List* as provided with this RFQ.
4. X The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
5. X Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
6. X The *Participation* page as provided within this RFQ has been signed and included
7. X *Bidder to Complete* page as provided with this RFQ.
8. X Return checklist with RFQ response.
9. X **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

COUNTY OF FRESNO
ADDENDUM NUMBER: ONE (1)
RFQ NUMBER: 19-040
CONVERSATION OF PAPER DOCUMENTS TO
ELECTRONIC DATA FILES

Issue Date: January 29, 2019

CLOSING DATE: FEBRUARY 7, 2019 AT 2:00 P.M.

Submit all Questions and Quotations on the Bid Page at Public Purchase.

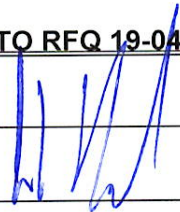
For assistance contact **Debbie Scharnick** at (559) 600-7110.

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 19-040 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

- **Closing date has been extended to February 7, 2019 at 2:00 PM**
- **Please see the attached for answers to the questions submitted**

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFQ 19-040

COMPANY NAME: MetaSource , LLC
(PRINT)

SIGNATURE: 

NAME & TITLE: Hal Redjai | Senior Director-Government Services
(PRINT)

Purchasing Use: DS:yj

ORG/Requisition: 2880 / 2800190063

COUNTY OF FRESNO
ADDENDUM NUMBER: TWO (2)
RFQ NUMBER: 19-040
CONVERSION OF PAPER DOCUMENTS TO
ELECTRONIC DATA FILES

Issue Date: January 29, 2019

CLOSING DATE: FEBRUARY 7, 2019 AT 2:00 P.M.

Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance contact **Debbie Scharnick** at (559) 600-7110.

NOTE THE FOLLOWING ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 19-040 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

➤ **To clarify the following two (2) questions**

The County is not requesting the Contractor to provide any boxes.

The County is requesting our boxes be packed for secure transport, i.e. Palletize the boxes.

Question:

Is the County asking the Contractor to provide boxes and labor to box up the files for transport to the Contractor's facility?

Answer: Yes

Question:

Will the contractor be boxing up the files for the County?

Answer: Yes

ACKNOWLEDGMENT OF ADDENDUM NUMBER TWO (2) TO RFQ 19-040

COMPANY NAME: MetaSource, LLC.
(PRINT)

SIGNATURE: 

NAME & TITLE: Hal Redjai | Senior Director-Government Services
(PRINT)

Purchasing Use: DS:yj

ORG/Requisition: 2880 / 2800190063

Section 2. Exceptions to Requirements, Conditions, and Specifications

MetaSource has reviewed all attachments pertaining to County standard terms and conditions, including insurance requirements. We agree with and acknowledge the acceptance of all terms listed in the agreements as is, and will fully comply with all terms and conditions of this contract and any addenda thereto.



Section 3. MetaSource Differentiators and Value to the County

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

Extensive Case File Processing Expertise

Our experience with similar work and deep knowledge of case file processing requirements will provide the County an expansive knowledge base and thought-leadership capabilities, and enable MetaSource to ensure project success through enhanced foresight and control of all operational processes. Providing our clients with consistent, on-time service delivery, MetaSource understands case file processing business and quality requirements, as well as the composition of the case files to be scanned under this contract. Some examples include:

MetaSource processes more than 8 million case file images each month. This level of experience is difficult for other vendors to match.

Superior Court of California, County of Los Angeles

MetaSource has been contracted to perform real-time scanning of all case files for family law, civil, and juvenile case files for the County of Los Angeles, Superior Court. This project includes onsite imaging and QC services at more than 15 locations, encompassing scanning, document typing services, and 100% QC of over 3 million images per month. Contracted to image and quality control 30 million scanned images on an ongoing basis, we provide staff and management to accomplish all tasks. MetaSource's performance under the Image Quality Control Services for Archives Records Center contract demonstrates our abilities to provide processes and knowledge that conform to **zero defects methodology** output.

MetaSource was also awarded a contract by the Court in November 2018 to perform high-volume archival scanning. We provide as-needed packing, manifesting, and transportation, along with document preparation, scanning, QC, transmission of completed images, and secure document destruction.

Superior Court of California, County of San Bernardino

We have been a long-time partner with the Superior Court of California, County of San Bernardino, for whom we scan 1.8+ million Court record images per month. The solution is also very similar in scope to that sought by the County, and includes document preparation, scanning, indexing, and the provision of electronic images. In July 2018, we were awarded a three-year contract for County-wide archive scanning and indexing of case files and digitization of more than 15,000 rolls of microfilm (approximately 40 million images).

Superior Court of California, County of San Joaquin

MetaSource has initiated production on a recently-awarded contract (December 2018) through a competitive procurement with the Superior Court of California, County of San Joaquin. Differentiated from the competition, MetaSource earned this business through our key attributes of quality processes, robust data security, and commitment to continuous improvement, flexible customer solutions, and seasoned leadership. We established a bi-monthly pickup of boxes that are transported from the Records



Annex located near the Stockton Courthouse to our Anaheim production facility. Case files are scanned, QC'd, and transmitted to the Court. Upon acceptance and approval of deliverables are approved by the Court, MetaSource oversees the secure destruction of the hardcopy documents.

Pennsylvania Franklin County Court

The County of Franklin Courts contracted with MetaSource to provide imaging, quality control, and file upload to the Court's document management system. We successfully converted and uploaded all case files to the Court's full satisfaction and within project timeframe and cost. The completed job encompassed approximately 2.5 million pages. Earlier this year, Franklin County awarded MetaSource the second phase of its Court document scanning project, which encompasses an additional 3 million pages and is currently in process.

State of Oregon Judicial Department (OJD), Jackson County Circuit Court

The OJD contracted with MetaSource to provide imaging, quality control, and upload to the County's document management system. MetaSource successfully converted and uploaded all case files to the OJD's full satisfaction and within project timeframe and cost. The completed job encompassed approximately 2 million pages.

Professional Capacity to Undertake the Scope of Work

MetaSource has been part of the document management and outsourcing industry for more than 30 years and supports more than 4,800 clients, including a **contract with the nation's largest Court system** to perform real-time scanning in support of its file-less initiative. As described above, we have performed, and continue to perform, similar work for other clients, and possess the resources, technical capability, and security and quality platforms to successfully support the County's contract requirements.

Our account governance team brings the County extensive experience in case file processing handling and conversion requirements. They offer combined experience of more than 100 years of hands-on knowledge, with a long history of direct involvement with assisting, standing up, directing, and managing similar projects. Our most seasoned industry professionals will provide overall leadership and management support to ensure that the County receives the highest levels of customer satisfaction and solid return on its investment in MetaSource resources. Senior Director Business Development Hal Redjai and Project Director Steve Cooley have a **long history with the State of California Court Systems** in developing and implementing end-to-end case file scanning solutions that reduce costs and improve access to crucial content:

- County of Los Angeles Superior Court (2004 to present)
- County of San Diego Superior Court (1990 to 2006)
- County of Alameda Superior Court (1992 to 1998)
- County of Riverside Superior Court (2014)
- County of San Bernardino Superior Court (2015 to present)

We also leverage the latest technology advances in image capture, which will provide the County a quality-focused solution. Our experience will allow for a seamless implementation while simultaneously meeting all the project objectives. The MetaSource account team's conversion experience will ensure a reduced learning curve, which in turn will provide less impact on the County's daily business operations.



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

Ability to Perform within the County's Timeline and Budget; Soundness of Work Plan

MetaSource offers the County the resources and capabilities to quickly establish a case file conversion program within a relatively compressed timeline. We estimate that live production for the County would be initiated within three weeks of contract award. As stated in the RFQ, the project must be complete within three to five years. In compliance with the County's request to limit the number of boxes per pickup to 250, and assuming the pickups are limited to once a month, this will place project completion at approximately 42 months. MetaSource has the ability to, and is willing to, expedite the project timeline to remain within the initial three-year contract term based upon the County's budget and staffing availability for box preparation, or if the County is willing to increase the number of pickups or release additional boxes with each pickup.

We understand what is required to mobilize operations and our experience with similar projects has enabled us to refine and standardize our implementation processes and procedures. MetaSource utilizes scanning/data capture platforms that allow rapid configuration of components that change based upon client contractual requirements. We will work closely with the County to validate volumes and make any process recommendations based on our previous experience with similar engagements. MetaSource will refine solution components that take the County's budgetary needs into consideration, while producing output that delivers the highest levels of quality and usability possible. We are expert at developing solutions that blend the best of operational and cost efficiencies.

Full Chain of Custody and Document Accountability

MetaSource provides a comprehensive chain of custody program, supported by technology and refined operational processes, to address the highest demands on the transfer of documents from client sites to our facilities. Our tracking platform will reconcile all County case files and establish accountability of records from initial pickup and transportation through receipt, processing, and document disposition. The platform will provide a detailed audit trail and lifecycle reconciliation of all County documents and data within our possession. The County will also have real-time production reporting through our client portal, ProjectLink, enabling the County to know exactly how much work was transported/received, processed, status within production, and when complete. This will be available to the County immediately.

Robust Security Measures and Policies

MetaSource's primary business is data handling and processing, and we take an aggressive stance on protecting the information our clients entrust to us. By protecting our systems with a comprehensive set of best practices and controls, we actively mitigate potential threats through a combination of physical, electronic, and administrative controls. Audited and compliant as SSAE 18 SOC 2 and PCI-DSS Level 1, we have achieved a 100% approval rate during frequent security audits by the largest insurers and credit card issuers in the world. With operations that are inherently designed to mitigate project risks, we will



leverage our established controls to ensure the security of all County documents and data. Compliance requires MetaSource to:

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

Price Competitiveness

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

Ample Financial Resources

MetaSource recognizes that financial viability is critical to ensure the organizational longevity necessary to provide the ongoing support of our clients' internal processes. We also recognize that the due diligence process in choosing a business process solutions provider and implementing a solution is costly in both time and resource allotment for the County. Our most recent audited financial reports (available upon request) show the durability of our organization, the depth of our experience, and the financial stability required to take this engagement and stand behind our performance claims. We possess the fiscal resources to maintain our systems at optimal performance and industry standards – allowing us to deliver superior products to the County and develop the long-term vision that aligns with the County's needs.

A Proven Record of Integrity, Ethics, and Partnership

MetaSource strives to *develop customers for life* - a principle that embodies two critical concepts: partnership and trust. Our partnership with the County 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, MetaSource will become a critical part of the County team, offering proactive solutions and a “whatever it takes” attitude. We also offer the commitment and sponsorship of our executive team to ensure complete success. MetaSource’s executive team 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 potential issues on a regular basis.

As MetaSource expands our footprint, it is of utmost priority to offer best in class support at the highest level of integrity. Integrity is the core fabric in every area of our process and what we believe ensures we differentiate ourselves with our competitors: truth in selling, management practices, customer service accountability, and transparency. We believe these are intertwined best practices that matter most. Our solutions focus on mutually increasing the value of our partnerships, which results in substantial and quantifiable process, quality and cost improvements. **Our solution is meant to do one thing, and that is to exceed the expectations set forth by the County.**

Section 4. About MetaSource

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

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

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

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



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

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

Agency Name	Type of Service	Length of Relationship
City of Newport Beach, CA	Citywide scanning to Laserfiche	8 years
County of Franklin, PA – Court System	Scanning to Laserfiche	3 years
Superior Court, County of Los Angeles	Onsite scanning and Quality Control	3 years
City of Brea, CA	Scanning to Laserfiche	4 years



Agency Name	Type of Service	Length of Relationship
Los Angeles Water and Power Employees Retirement Plan	Document scanning	1 year
City of Carlsbad, CA	Scanning and searchable PDF output	2 years
State of Oregon - Judicial Department	Court case scanning	1 year
County of Riverside Probation Department	Document capture	6 years
City of Long Beach, Building and Safety Bureau	Scan film and large format drawings to Laserfiche	3 years
County of Napa	Scan building and planning records	2 years
Superior Court, County of San Bernardino	Onsite paper scanning and film scanning	6 years

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

- Support for three of the top five mortgage servicers, including back office functions, file scanning, indexing, doc typing, trailing documents management, collateral file management, and audit/compliance services
- Mail handling, imaging, and data entry of more than 16 million driver delivery documents and expense reports per year for the largest trucking company in the nation; also responsible for implementation and support of enterprise workflow and imaging retrieval systems
- Invoice processing services including mail handling, doc preparation, scanning, and data entry of 1 million invoice pages annually for a major mining company; also responsible for host-based imaging ASP used for AP workflow
- Invoice processing services including document preparation, scanning, and data entry of 500,000 invoice pages annually for a national restaurant chain
- Mail handling, imaging, data entry, transcription, image retrieval services, and data processing of more than 12 million orders per year for the largest magazine-subscription seller in the world
- Data extraction of all 600 characters from workers' comp bills for one of the top three insurance companies in the world
- Data entry of more than 12 million credit card applications in the past year for several card issuers
- Mail receipt, scanning, and data entry of more than 6.5 million loyalty-program enrollment forms per year for a major retailer
- Client-site document scanning/imaging and offsite (at MetaSource) data entry of nearly 1 million birth records for state and federal government entities



Section 5. Key Management Staff

Our account governance team brings the County extensive experience in government sector requirements. Our most seasoned industry professionals will manage and support this contract – they possess more than 100 combined years’ experience with case file processing projects. Senior Director Business Development Hal Redjai and Project Director Steve Cooley have a **long history with the State of California Court Systems** in developing and implementing end-to-end case file scanning solutions that reduce costs and improve access to crucial content:

- County of Los Angeles Superior Court (2004 to present)
- County of San Diego Superior Court (1990 to 2006)
- County of Alameda Superior Court (1992 to 1998)
- County of Riverside Superior Court (2014)
- County of San Bernardino Superior Court (2015 to present)

This level of expertise enables MetaSource to ensure project success through enhanced foresight and control of all implementation and operational processes.

Name	Title	Experience
Hal Redjai	Senior Director Business Development State and Local Government	30 years
Bill Jones	Assistant Vice President – BPO Service Delivery	35 years
Steve Cooley	Project Director	30 years
James DeSpain	Senior Vice President, BPO Engineering	20 years

Hal Redjai, Senior Director- Business Development- State and Local Government Services

Based in Anaheim, CA, Hal Redjai has more than 30 years’ experience in results-driven document and information management services as both a principal and senior manager. With a proven track record in developing new business, managing key accounts, and cultivating long-term relationships, he establishes confident rapport between clients and internal teams to deliver collaborative and creative solutions. A sampling of Mr. Redjai’s core competencies include:

- P&L management
- Business analysis
- Consultative business development
- Voice of the customer
- State and local entities
- Fortune 100/global clientele
- Finance/mortgage industry expertise
- Public/private sector
- Staff direction/development
- Workflow and application design

Mr. Redjai possesses exceptionally strong workflow, application design, and analysis backgrounds. He is a Certified Document Architect (CDIA) and possesses a BS in Business Management and Administration from Chapman University. Mr. Redjai will be directly responsible for (but not limited to):

- Management oversight and executive escalation
- Technical matters involving a change in scope, price, or terms or conditions of the agreement
- Inspection and acceptance of services provided and monitoring of deliverables
- Conducting meetings with MetaSource and County personnel as needed



- Reports specified in the agreement and defined in the SOW
- MetaSource invoices

Bill Jones, Assistant Vice President – BPO Service Delivery

With more than 35 years of hands-on document management experience, Bill Jones has provided quality conversion services to more than 50 state and local entities over his tenure. He will be responsible for the following managerial duties for the County's project:

- Plan and direct the implementation and production phases of the project
- Assign and coordinate the project activities
- Provide support for each phase of the project
- Review the results, quality, and timeliness of MetaSource's overall performance

Steve Cooley, Project Director

Steve Cooley has 30 years of experience in document and information management services as both an integrator and business principal. Focused on streamlining business processes, quality, and turnaround times, he has 25+ years of project implementation and operations. As project director for the County, Mr. Cooley will lead overall contract performance efforts. In addition, he will manage daily operations, interact with each functional staff member, and serve as advisor regarding overall operational efficiencies, quality results, training/hiring, and development opportunities. He will:

- Report directly to MetaSource executive sponsor
- Plan and coordinate MetaSource efforts on the project with County representatives
- Meet with the County project director or designee concerning problems, modifications, contractual obligations, etc., as requested
- Provide the County with status and performance reports
- Ensure that supervisory and operations staff are aware of the responsibility for security of all County materials and are trained to handle media in a secure manner at all times

James DeSpain, Senior Vice President, BPO Engineering

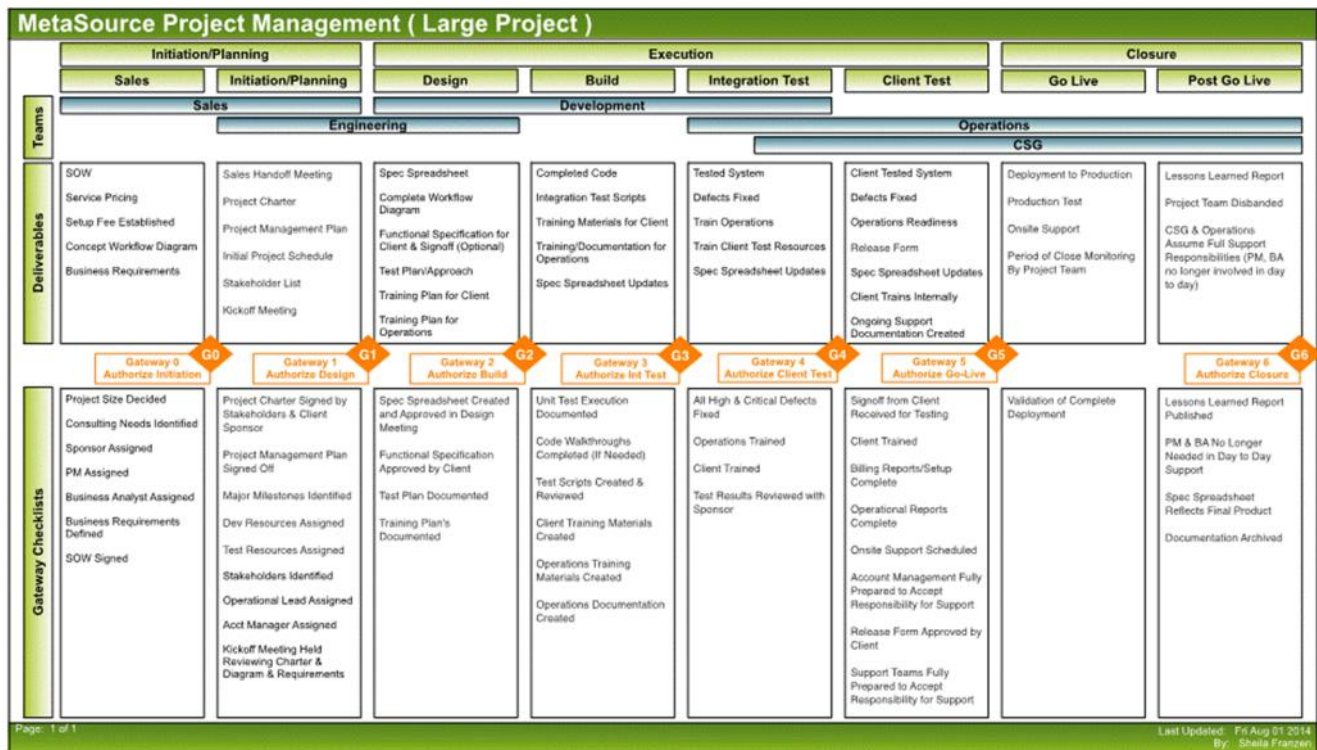
James DeSpain leads the BPO organization for MetaSource. He brings more than 20 years of BPO and Digital Transformation experience from leading Fortune 500 service providers. Having led 5,000+ employees of multi-national teams spanning Mexico, Barcelona, Argentina, Guatemala, and the United States, his vision enables our future growth opportunities. Mr. DeSpain's experience includes traditional BPO engagements, process re-engineering, Lean Six Sigma, customer care, SaaS, and enterprise content management.



Section 6. Project Implementation

Implementation Process

MetaSource's implementation process is a well-defined practice that couples our Business Development and Project Management groups working together before the contract is signed, and all MetaSource key internal organizations after the contract is signed. Our implementation processes follow the PMBOK Methodology practice. The PMBOK Guide is process-based, meaning it describes work as being accomplished by process. It recognizes 47 processes that fall into five basic process groups and ten knowledge areas that are typical to projects.



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

Once MetaSource completes internal end-to-end testing, a test plan will be initiated to discover any previously unidentified or misinterpreted County business rules. Once the test plan is complete, the pilot phase will begin. The pilot phase typically encompasses one to two days of processing live work at low volume to verify that all necessary steps are being taken to ensure accurate and timely processing of incoming documents. The final phase of project implementation is ramp-up. Ramp-up schedules will be set with the County based on volume availability and need. Typically, the schedule will follow an exponential curve, where volumes start at low levels, then increase rapidly to full volume based on, in part, attainment of contractual service levels.



Implementation Management

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

The chart below describes the MetaSource roles that are typically engaged during client implementations:

Project Role	Project Activities/Responsibilities
Project Sponsor (individual or group)	- Provide resources and support for the project and accountable for enabling success - Ensure issues escalated from the project are solved effectively at the organizational level - Provide the right environment for project teams to deliver successful projects and programs - Serve as main advocate for the client and assist with scope control (both internally and with the client)
Project Manager	- Accomplish work through the project team and other stakeholders - Ensure that the project team completes the project - Create and maintain project documentation with the support of the team - Schedule, host, facilitate, and track follow up action items for project related meetings (e.g., design meeting) - Ensure project issues are escalated to project sponsor for resolution
Business Analyst	- Gather requirements from sponsor, Sales, and client - Serve as main interface to sales and client to answer questions from the team - Create and maintain the Business Requirements Document (BRD) - Create and maintain workflow diagram describing overall solution - Review and sign off on test scripts and test results
Systems Analyst	- Create and maintain internal specification spreadsheet - Help drive system/development issues to resolution with the technical teams - Create list of test scripts/scenarios - Review and sign off on test scripts and test results
Development Lead	- Provide input on design - Ensure development work is completed - Ensure that development team writes and executes test cases - Plan for deployment and provide input to release plan
Account Manager	- Acquire knowledge of client during life of project in preparation for assuming support of client once implementation is complete - Plan and coordinate any required operations and/or client training - Ad-hoc testing during integration testing period of project (focused on how client will use data/system/reports from a client perspective)
Production Lead	- Provide input on design and ensure keying standards are enforced - Ensure Operations creates training materials and that internal training is delivered - Ensure Operations team writes test cases and executes test cases related to operations including any reports



Project Role	Project Activities/Responsibilities
	Plan for production ramp up and operations readiness
Test Lead	- Report on test results - Review test results with business analyst and systems analyst - Coordinate UAT testing - Ensure that the integration of the system has been covered through the analysis and review of the team's test scripts
Tester	- Create detailed test scripts - Perform integration testing

Risk Mitigation Approach

MetaSource Risk Mitigation Strategies

Prior to implementing any project, MetaSource evaluates and assesses any risks that could interfere with the provision of client services. Our implementation successes are predicated upon:

- The development of full risk assessments and mitigation strategies prior to the initiation of each project
- Our ability to leverage a shared knowledge base and “lessons learned” on previous implementations
- The development of realistic project plans to ensure that timelines, milestones, and deliverables are met
- Technology-based monitoring of all project plans
- The selective deployment of resources possessing experience and expertise in the given arenas and industry verticals
- Task and schedule prioritization of various projects and project requirements to ensure all deadlines are met

MetaSource understands the potential problems faced in implementing information capture initiatives, and as evidenced by our successes with previous similar engagements, we do not anticipate any issues in supporting this contract. We have, however, identified some high-level areas that we believe the County should focus on when selecting its digital imaging partner.

Potential Issue	MetaSource Capabilities
Insufficient experience with case file documents	We deliver significant experience with similar work and deep knowledge of case file processing requirements. We process more than 8 million case file records each month for clients such as the Superior Court of California (the County of Los Angeles, the County of Riverside, and the County of San Bernardino) and the Pennsylvania Franklin County Court. Differentiated from the competition, MetaSource continues to earn this business through our key attributes of: - Extensive experience with case file processing - Seasoned leadership - Quality processes - Robust data security - Commitment to continuous improvement



Potential Issue	MetaSource Capabilities
	Flexible customer solutions
Inability to provide security in processing confidential data	By protecting our systems with a comprehensive set of best practices and controls, we actively mitigate potential threats through a combination of physical, electronic, and administrative controls. Audited and compliant as SSAE 18 SOC 2 and PCI-DSS Level 1, we have achieved a 100% approval rate during frequent security audits by the largest insurers and credit card issuers in the world. With operations that are inherently designed to mitigate project risks, we will leverage our established controls to ensure the security of all County documents and data within our possession.
Insufficient accountability and reporting capabilities	Our robust production tracking and management system will provide the County real-time access to the status of its documents in MetaSource's possession. Authorized staff can also review processing volumes and accuracy rates for all work handled. Reports will contain standards for benchmarking, production trends, and relevant scorecard measurements.
A 'big-bang' approach (immediate processing of 100% of volume)	MetaSource leverages a gradual ramp model, which allows our staff ample time to meet County-mandated productivity and quality; this approach also enables us to effectively manage operational variations or scenarios not encountered during testing cycles. Should a gradual ramp period not be a viable option, we ensure that our schedule allows our staff to process production volumes in a testing environment before the scheduled go-live date. This approach enables us to audit output generated by our staff to assess their productivity and quality.
Operational readiness to manage volume and SLAs	MetaSource's operational readiness is assessed via toll gates during the lifecycle of each project to ensure adherence to client service levels in production. County productivity and quality goals will be continuously measured in testing and training environments, and the root cause of any gaps (as well as corrective actions) will be shared with the project management team, executive sponsors, and operational leaders.

County Participation to Further Reduce Risk

While MetaSource will take the lead in each implementation step, we will require County input, review, and signoff to minimize project risk and ensure our developed solution program precisely fits its required business needs. To ensure a successful project implementation, we will request the following (non-inclusive) support from the County:

- County resources to support the project kickoff meeting and development of training material
- Continuous input from County subject matter experts regarding any quality issues – this allows MetaSource to quickly identify quality/production level variances and highlight areas requiring additional training, modification to system configuration, or other corrective actions



- Availability of County project management staff to review and sign off on all requirements documents and testing results

Project Timeline

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

MetaSource has reviewed the scope and volume estimates provided in the RFQ and will commit to meet or exceed all requested timeframes set forth by the County. As stated in the RFQ, the project must be complete within three to five years. In compliance with the County's request to limit the number of boxes per pickup to 250, and assuming the pickups are limited to once a month, this will place project completion at approximately 42 months. MetaSource has the ability to, and is willing to, expedite the project timeline to remain within the initial three-year contract term based upon the County's budget and staffing availability for box preparation, or if the County is willing to increase the number of pickups or release additional boxes with each pickup. The timeline below accounts for three weeks of requirements gathering/validation and ramp; as a placeholder, we have used May 1, 2019 as a start date.

Project Startup and Ramp (three weeks)
Create Business Requirements Document/Statement of Work
Configure scanning application
Load County reference file into MetaSource production system
Load inventory information into MetaSource production system
Test application
Production signoff of application
UAT
County review of UAT
County acceptance of UAT
Project ramp - live work

Scanning Project Startup Timeline	Start date	End date
Project start functions	05/01/2019	05/21/2019
Boxes completed each month (no less than 250 boxes – place holder and MetaSource recommendation)	06/01/2019	06/30/2019



Section 7. Technical Solution

Statement of Work and Business Requirements Document Development

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

The BRD lists the business rules and associated business and technical requirements that MetaSource must comply with in order to meet our contractual requirements with the County. When a question or issue arises within a standard workday, the BRD would provide appropriate guidance to MetaSource for taking County-approved action to reach a resolution. MetaSource staff should be able to refer to the image conversion process step to determine the requirements and proper course of action. Finally, the BRD serves as a common understanding between the County and MetaSource; the County may use the BRD as a reference to ensure that agreed-upon services and requirements are being met.

Proposed Processing Facility

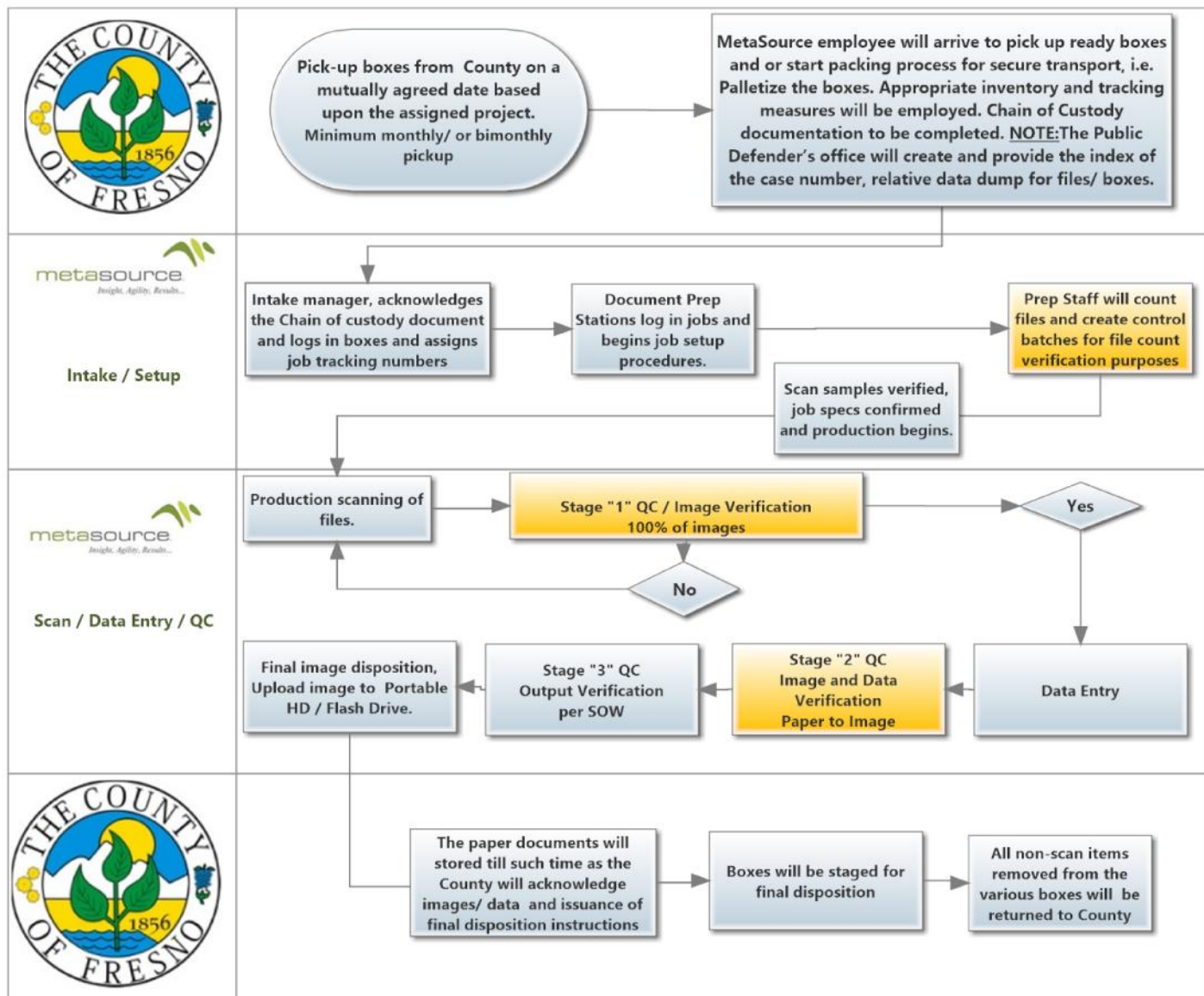
MetaSource will leverage the capabilities of our established Anaheim, California document conversion facility (1517 North Harmony Circle) to process all County work. Access to this location is controlled by key card access. Key card access is also required for restricted areas inside the location where County documents will be stored and processed. Our operations center is monitored by a 24/7 security system that includes sensors for burglary, smoke, and fire.

Video cameras also monitor all interior entry points and the server room. Visitors are not allowed within the facility unless registered at the reception area (where they will be issued a visitor identification badge) and accompanied by an escort while in the building. Our employees are trained to challenge any visitors whose badge is not visible. County documents will be, unless securely stored in a locked and cctv monitored area, under the direct supervision of qualified and trained MetaSource staff. Access to the documents will be based on least privilege; specifically, if an employee has no reason to access documents to perform his/her job function, access will be denied.

Technical Approach

The technical solution presented within this section is preliminary in nature; it is based upon our current understanding of the County’s stated requirements and experience with similar engagements. MetaSource’s solutions are developed and configured during our due diligence process for each project; final technical solutions and all procedures are captured in a BRD as described previously. Although MetaSource has a standard, repeatable, and optimized methodology developed and managed using Six Sigma controls, we understand that each client is different and has unique business requirements. Our methodology, however, enables us to quickly customize our processes and procedures to provide solutions that are tailored specifically to the County’s business needs.





Pilot Operations/Proof of Concept

MetaSource will perform a proof of concept pilot to ensure that all documents will be processed in accordance with the County's requirements. The pilot, deployed in a production environment, would be comprised on sufficient volumes of each document type and represent a standard mix of County documents. The pilot would serve to test all agreed upon service levels (e.g., image quality, data accuracy, turnaround time, output, etc.) prior to full operations. Any output that does not meet agreed upon service levels would constitute a pilot "failure," and MetaSource would refine our approach until pilot success and sign off by the County.

Document Pickup, Transportation and Intake

Due to the sensitivity of the materials to be processed the pickup step is extremely crucial to initiate chain of custody. A MetaSource technician will arrive at the County's sites during the pickup to manage the transfer process. We recommend that a County representative also be present during this process. Based



upon Addendum 2, MetaSource understands that the County will be responsible to pack and stage boxes of case files for pickup.

We will use the County-provided electronic case data file to pre-print and provide the County with file-specific barcodes, which will identify files by case number and security level, i.e. public or confidential. The following procedures are part of the intake electronic manifest process:

- Create a list of documents we expect to scan. This will include an entry for public documents and confidential documents.
- Create and assign document control numbers (DCN) to each document.
- Barcoded document separators will be printed per box that will include the DCN, case number, security level (public and confidential), County box number, and MS box number.

MetaSource anticipates that the County will provide a list/manifest of case files, with a unique box number, that are ready for imaging for the boxed case files. We will complete the following procedures when pulling boxed case files for imaging:

1. Affix a barcode label containing the box number to the outside of the box.
2. Scan the box number.
3. Open the box.
4. Scan the case file barcode and the volume barcode located on the case file jacket of each case in the box.

The manifest will be updated as each ID label is applied and the related box is loaded into the transport vehicle. MetaSource will provide a shipping manifest to the County, which will include unique box numbers. Both the County and MetaSource will sign and date the manifest before any boxes leave the County site. This form will also be accompanied by a manifest created by MetaSource while onsite during the transfer process. We will ensure that the number of boxes on the manifest matches the form. No documents will leave the site until the shipment is reconciled and agreed upon.

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

Document Intake

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

MetaSource provides a comprehensive chain of custody program, supported by technology and refined operational processes, to address the highest demands on the transfer of documents from client sites to our facilities. Our tracking platform will reconcile all records and establish accountability of records from initial boxing and transportation through receipt, processing, and document return. The platform will



It also gives us powerful tools for managing workflows and identifying the location of work within the system -- even down to the individual record level. MetaSource has customized this tracking system with advances such as automated transmission of work to our production facilities and tracking of paper documents at batch time, prior to scanning and image creation. Automation allows us to effectively and dramatically minimize errors in processing and maximize our capacity for data handling.

[illegible]

We understand that the County will supply any electronic reference file that will contain case file numbers and related data. MetaSource will load this information into a reference file to support validation and indexing tasks.

Once the boxes and files have been validated and reconciled, boxes will be delivered to our document preparation operators and noted in our tracking system. Our trained staff will prepare the case files for scanning in accordance with the business rules established in our scope of work. While specific document preparation business rules will be established with the County, standard preparation tasks include:

- The insertion of separator sheets
- The removal of any paper clips, staples, glue, and other bindings from papers to be scanned
- The straightening and flattening of any papers as required
- Repair of documents and clear taping of tattered edges
- Taping of partial sheets to carrier sheets
- Placement of sticky notes to backs of documents or carrier sheets
- Copying of fragile documents that are not suitable for scanning
- Stamp “best copy” on documents that do not appear to be in good order for image quality *

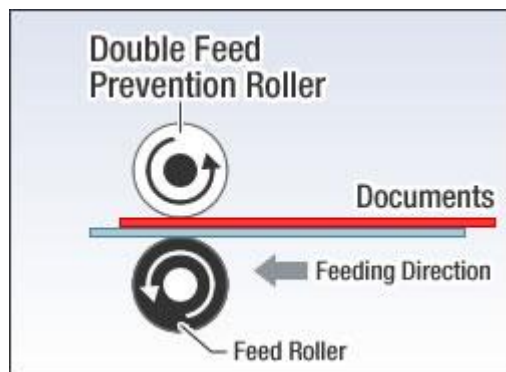
preparer will place a “best image available” stamp on the first page so that the QC operator knows not to reject the document.

Also during document preparation, any non-scannable items will be removed and logged by case file number. We will document any business rules associated with non-scannable items and adhere to the procedures outlined by the County.

Document Scanning

MetaSource’s scanning methodology is a proven and tested process and utilizes multiple checks and balances between hardware, software and most importantly operators. At no point of the process is any blind scanning being performed.

Documents will be digitized using state of the art scanning technology, which includes an ultrasonic sensor for the detection of double feeding. Double feeding can be detected even if scanned documents that contain paper of various thicknesses. These sensors allow for the protection of the pages against double feeds, jams and tearing of pages. Ensuring reliable scanning of large amounts of documents, the ‘double-feed prevention roller’ helps prevent scanning miss-feeds. Assisting the document feeding process, the double-feed prevention roller separates the feeding documents from the second sheet onward. This reduces, and ultimately helps to prevent the number of occurrences of sheets coming through as a double-feed.



All documents will be scanned from front to back as found within each folder, in duplex at 300 DPI, with blank backs removed during image enhancement. All scanned images will be a mirror representation of the original. Should color be required (e.g., photographs or documents with colored pencil marks), MetaSource will provide color images. Documents will be digitized using IBML Trac 6 scanning equipment, which can accommodate paper of all sizes and weights up to 11 x 17 inches.

Images are displayed during the scanning process. The scan operator will review the images as the pages are scanned. In the event of a scanning issue, the scan operator will stop the scanner and make any adjustments necessary to ensure the best quality images.

The scan operator will perform a general cleaning of the scanner optic and paper track at the start of the day. Ongoing scanner maintenance and cleaning will also be performed daily in order to ensure against image depravation due to equipment malfunction. MetaSource scanner/hardware quality control procedures incorporate the appropriate standard resolution targets to ensure manufacturer rated specifications are maintained. At the beginning of a shift, operators verify each image scanned until accuracy of the scanner settings is determined. Visual quality evaluations of 100% are performed at the time of new installation or upgrades in software or hardware, or when new operators or projects begin.

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

- ANSI/AIIM TR15-1997: Planning Considerations, Addressing Preparation of Documents for Image Capture—for document preparation



- ANSI/AIIM MS44-1988 (R1993): Recommended Practice for Quality Control of Image Scanners—for scanner quality control to ensure continued maintenance of an established level of quality
- ANSI/AIIM TR19-1993: Electronic Imaging Display Devices—for selecting imaging devices
- ANSI/AIIM MS55-1994: Recommended Practice for the Identification and Indexing of Page Components (Zones) for Automated Processing in an Electronic Image Management (EIM) Environment—for zoned OCR quality control
- ANSI/AIIM TR34-1996: Sampling Procedures for Inspection by Attributes of Images in Electronic Image Management (EIM) and Micrographics Systems or ANSI Z1.4 Systems—for sampling rules and quality assurance sampling rules on image quality control
- ANSI/ASQ Z1.4-2003: Sampling Procedures and Tables for Inspection by Attributes – for quantifying performance
- ANSI/ASQ Z1.9-2003: Sampling Procedures and Tables for Inspection by Variables for Percent Nonconforming – for quantifying performance
- ANSI/NISO Z39.85-2007: The Dublin Core Metadata Element Set for defining metadata elements for resource descriptions
- ISO 19005-1: Document Management–Electronic Document File Format for Long Term Preservation—for storage (PDF/A)

Image Enhancement

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

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

Our image enhancement technology will not alter existing content of the original document. The image enhancement process is closely monitored and does not allow for character and image deletion or alterations. Even during our blank page removal process, which is based on pixilation thresholds, images are reviewed prior to final deletion.

Document Indexing/Data Capture

Per the RFQ, the County will provide an electronic file with all associated data fields. Using that data, MetaSource will implement an automated data match and merge process. During the automated index process, the file separator sheets (case file number), inserted at the time of file preparation, will be read. The barcode read during this process will be matched to the box inventory list created by MetaSource. Once all files are correctly identified, the additional file information will be extracted from the County-provided data dump, and auto populated as part of the file metadata. In the event that data is not available on the data dump provided from the County, MetaSource will key enter the required data directly from image, to include court case number, last name, and first name. With the provided data dump the County will avoid any additional charges for data entry.



OCR Processing

Files will be processed with OCR software and the resulting text will be stored in the PDF file with the image; processing will be single pass with no manual intervention for exceptions. Images will be exported into a multipage PDF/A compatible for import into the County document management system. OCR will be run on the documents with the resulting text included as PDF/A file. OCR is performed using custom modules developed within our capture platform, specifically for tasks similar in scope. This process does not include a human/visual (secondary pass) QA of the OCR results. The OCR methodology without secondary pass will yield reliable results to meet the County objectives.

Quality Control and Assurance – Six Sigma Defects Methodology

Our ability to provide these high levels of accuracy clearly differentiates MetaSource from our competitors. MetaSource's standard process is based on Six Sigma methodology, with the commitment of final deliverables having a defect rate between 5 Sigma and 6 Sigma. What this translates to for the County is that the final image output (considering all processes) would yield 99.8% to 99.99% defect-free product.

- Clear and documented SOW prior to initiation of production
- **100%** source document inspection at the preparation stage
- **100%** Image inspection at capture/scanning stage
- Image inspection at index and QC stage
- **15%** (minimum) paper to image verification performed on daily output

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

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

Operators will review all files, index data and every image on the screen during the QA review process. They will:

- Verify all pages have been scanned from front to back
- Source document (paper to image verification 5% sampling)
- Ensure every page is complete, clear, and as readable as the source page.
- Ensure every page is right reading

The QA module displays every page, and the operator has the ability to perform full page/screen review on any page to verify its quality and detail. Image review will include, but is not limited to, verification of imprinted scan date stamp, image contrast verification, resolution, clarity, completeness, etc. The operator will have the option to enhance or reject images based on client specifications, e.g., a document with a seal on the back of a document that may be too light and trigger blank page removal flag. Operators will decide the proper next steps (enhance, re-scan, etc.).



The operator also has the ability to select a single image and instantly toggle back and forth between the black and white, grayscale, or color versions of the image to identify and select what is the most legible. The software will also flag blank images indicating that the image is to be deleted at export. As the final step of the QA process on a file, images that have been flagged for deletion are presented to the operator for a second verification. MetaSource prefers to apply a conservative approach to blank back deletion and would rather deliver an image that may not necessarily be needed versus deleting an image that must be saved. This is especially important when processing legal documents.

Image to Paper QC

MetaSource will perform an “image to source document” review of a minimum of 15% of files for accuracy. We will randomly pick and audit 15% of ready-to-deliver images against the actual paper file. This is an unparalleled quality step that sets us apart from our competitors. Any error found will be logged and remediated. MetaSource will utilize this information to make any adjustment to the procedure and/or systems to ensure the soundness of the overall process. **PLEASE NOTE THIS IS PART OF OUR BEST PRACTICES KEYS TO SUCCESS. THIS PROCESS IS A POST-QA PROCESS (BEYOND ALL OTHER IMAGE QC STEPS).**

MetaSource will evaluate the findings to create a corrective action plan through operator re-training or system enhancements. We will also utilize the findings to calculate and report the quality against Service Level Agreements (SLA). All SLA’s will meet or exceed County established baselines for quality. Quality SLA results will be tracked for historical review and ensure that the process improvement goals are met.

The QA log and reporting will include the following:

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

This report will also contain any feedback received from the County. The quality log/report will be reviewed with a County-designated contact on an ongoing basis.

MetaSource acknowledges that any errors will be corrected within 24 hours of contacting the County, and at no additional cost to the County.

Image/Data Delivery

Following the quality assurance process is completed, the batch will be run through our back-end export process. Each batch/box will be processed one at a time in its entirety. The files/document in each box/batch will be organized in multipage PDFs files not to exceed County-stated MB requirement per file. The file size of each PDF/A file shall not exceed 500MB. A batch control file will accompany each batch/box. The batch control file will contain all data elements (Metadata) and in the format outlined by the County. MetaSource will also provide a file level listing and summarized report of all material being delivered. Final file output will adhere to RFQ specifications; each individual file will contain the nine-digit case number and an extra number (-1, -2, -3, etc.) for consecutive files for the same case. All images will



be delivered in accordance with RFQ specification in a Portable Document Format (PDF/A). The images will also meet “Legal Admissibility” in compliance with State and Federal laws.

The method of delivery will be jointly agreed upon by the County and MetaSource, and could include secure FTP transmission or the provision of encrypted, password-protected hard drives.

Document Storage

Following scanning, MetaSource will place documents back in original boxes in original order as found. We will provide short-term storage within our climate-controlled Anaheim operations center while the County performs its quality review of images. This site offers the County a clean, dry, and vermin-free storage environment. Boxes of documents will be stored off the floor.

Document Destruction

Upon receipt of written request, we will destroy hardcopy boxes of documents (shred) and provide the County with a Certificate of Destruction. All destruction activities are performed onsite at our facility under the direct supervision of an authorized MetaSource resource. Optional video-taping and presence of County-authorized staff can be accommodated.

Reporting

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

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

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

Barcode Report: The Barcode Report tracks the volume of documents on any given day and successful capture of each document’s barcode during scan time. This report shows the capture success rate of the barcode field.

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



Section 8. Robust Security Capabilities

We understand that successful execution of the County's project requires more than just scanning and data capture. Given the type of information contained within the case files it also requires a partner with a robust security regimen and well-developed risk mitigation strategies. By protecting our systems with a comprehensive set of best practices and controls, we actively mitigate potential threats through a combination of physical, electronic, and administrative controls. The County can be assured that our operations are inherently designed to mitigate project risks.

Representing the foundation for MetaSource's information security program, our information security policies and procedures serve as overarching guidelines for the use, management, and implementation of information security throughout our organization. Our robust internal controls provide a system of checks and balances intended to identify irregularities, prevent waste, inhibit fraud and abuse from occurring, and assist in resolving discrepancies that are accidentally introduced in the operations of the business. Consistently applied throughout our organization, these policies and procedures will ensure the security of all County documents and data in our possession, and that all information assets are protected from a range of threats. Some highlights of MetaSource's safeguards that will ensure the security of all County documents and data within our possession are presented below.

Administrative Safeguards

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



Physical Safeguards

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

Technical Safeguards

- All client processing, management and storage occur on an electronically segregated data repository instance.
- All electronic client files are isolated from any other client data.
- Access to client resources is restricted and based on a 'need to know' and segregated duties basis.
- All user access is monitored and reviewed on a regular basis.



- Breach of security systems are immediately reported in accordance with client requirements and a risk management plan installed to access and prevent further breaches.
- Removal of computer equipment, systems, temporary storage devices, flash drives, and storage disks from operations is prohibited.
- All users are required to utilize unique IDs and complex passwords.
- Antivirus software is deployed, updated, and maintained for all desktops, servers, and firewalls.
- MetaSource regularly conducts vulnerability scans and assessments covering all internal, external, and third-party interconnects.
- All new systems, databases, applications and networks, as well as any changes, are required to be tested and approved prior to a production migration.
- MetaSource maintains firewalls to secure all perimeter entry points over the internet. In addition, networks are monitored 24x7 using intrusion detection systems through a leading managed security services provider.
- All portable computing systems are encrypted using whole disk encryption to ensure the security of sensitive data in the event of loss or theft. Additionally, MetaSource encrypts any sensitive information that is backed up to physical media, such as tape or removable disk. All data in transit is also encrypted.
- All activity is logged and monitored for incident response and handling, and all internet-facing firewalls are logged and monitored on a 24x7 basis.

