



March 14, 2025

**ADDENDUM #2
RFP NUMBER: 24-04**

DOCUMENT SCANNING SERVICES

IMPORTANT NOTICE

Please make the following changes to RFP 24-04:

Replace Information for Proposers with the attached Revised Information for Proposers

Please note the following responses to questions asked by prospective Responders:

Question 1. Can the services be subcontracted out?

Answer: Please refer to Section XXXIV in the Revised Information for Proposers.

Question 2. Provide the average counts for each of the two box types (Banker Box & Double Banker Box).

Answer: Banker Box
Average folder count: 30-45 folders per box

Double Banker Box
Average folder count: 40-55 folders per box

Question 3. Field Character Lengths?

Answer: Fields max lengths for Student Records (Project A):

Last Name (30) characters
First Name (30) characters
Student ID: (7) characters
DOB: (Date-10) characters

All RFP Documents remain unchanged except sections or parts of sections added to, revised, deleted or clarified by this Addendum.

This Addendum shall be considered part of the RFP Documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally herewith. Where provisions of the following supplementary data differ from those of the original RFP Documents, this Addendum shall govern and take precedence.

Responders are hereby notified that they shall make any necessary adjustments in their bid on account of this Addendum. It will be construed that each Responder's bid is submitted with full knowledge of all modifications and supplemental data specified herein.

Sincerely,



Kristin Lange
Purchasing & Contracts Manager
Orange County Department of Education

REVISED-INFORMATION FOR PROPOSERS

I. Introduction

The mission of the Orange County Superintendent of Schools is to ensure that all students are equipped with the competencies they need to thrive in the 21st century. The Orange County Superintendent of Schools (District) is a public education organization located in Southern California that offers support to 27 school districts and more than 600 schools and 20,000 educators severing more than 500,000 students in Orange County. District is responsible for the interpretation and enforcement of state laws as directed by the Legislature, the State Board of Education, and the California Department of Education. In addition, District partners with families, businesses, and the community to promote student success and well-being in Orange County. With more than 1,200 permanent full and part-time employees and about 1,200 substitutes, District provides cost-effective, centralized services, including Alternative and Correctional Education, Outdoor Science, Career Technical Education Partnership, Special Education, Child Care Services, and Student Programs. The mission of the District is to serve as a connecting agency among Orange County school districts, community college districts, local, state, and federal governmental agencies, and community organizations. The District responds to local school district and community requests for staff development, administrative, business, and educational and support services and partners with families, businesses, and the community to promote student success and well-being in Orange County.

II. Purpose

The Orange County Superintendent of School (District) is soliciting and issuing this Request for Proposals (RFP) from interested parties who can provide high quality scanning, digitizing and indexing services for the District's large and small paper documents which shall include, but are not limited to: Student's records, HR records, Accounting records, and other various format documents. All converted digital files must be able to stored, indexed and retrieved in the District's Integrated Electronic Data Management Systems (IEDMS), Docuware.

III. Request for Proposals (RFP) Schedule

The District anticipates the following timeline for the process of selecting experienced and qualified document and scanning vendors.

RFP Issue Date	February 26, 2025 and March 5, 2025	
Mandatory Job Walk	March 12, 2025	9:00 a.m. PDT
Deadline for Clarification	March 19, 2025	11:00:00 a.m. PDT
RFP Proposal Due Date	March 26, 2025	2:00:00 p.m. PDT
Review of Proposals	March 2025	

Notification to Finalists	April 2025
Interview/Vendor Site Visit	April 2025
Award of Contract(s)	April 2025

*All dates listed are subject to change.

IV. Instruction to Respondents

- A. **Notice Inviting Proposals** – All respondents are invited to submit a proposal in accordance with the terms and conditions stated in this Request for Proposals (RFP) to provide document scanning services for Districts departments and programs. The District reserves the right to amend the RFP documents at any time. Addenda providing clarification or corrections will be done formally through posting on the District’s web site. It is the sole responsibility of each respondent to periodically check District’s web site for any addenda.

- B. **Mandatory Job Walk.** A mandatory job walk will be conducted on March 12, 2025 at 9:00:00 a.m. PDT. All interested Proposers must report to Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626 no later than 9:00:00 a.m. PDT SHARP. The job walk will allow each Proposers an opportunity to review the current inventory of student records and assess the existing storage conditions. Attendance is required to ensure a full understanding of the scope of work related to student records. Proposers will be given an opportunity to ask questions to assist them in determining their bid responses. Failure to attend the entire Mandatory Job Walk will nullify your proposal.

- C. **Questions and Requests for Clarification** - Any question, request for explanation or clarification of any kind in regards to this RFP must be made in a written form, submitted via email directed to Kristin Lange at klange@ocde.us. Questions must be received no later than **11:00:00 a.m. PDT on March 19, 2025**. Any clarifications resulting from questions will be distributed to all firms receiving an RFP packet. It is the sole responsibility of each respondent to periodically check District’s web site for any addenda. Acknowledgement of all addenda must be submitted with the proposal in accordance with the Addenda Acknowledge Form. Failure to acknowledge receipt of any addendum may result in rejection of your proposal.

If a respondent discovers any ambiguity or error such as a conflict, discrepancy, omission, or other errors in the RFP documents, respondent shall immediately notify the District via email to Kristin Lange at klange@ocde.us by **11:00:00 a.m. PDT on March 19, 2025**. Any proposal may be withdrawn by the respondent any anytime prior to the scheduled closing time for receipt of proposals.

V. Submission of Proposals

Proposal Due Date - Proposals must be delivered and received in the Purchasing Department located the Orange County Superintendent of Schools, Purchasing & Contracts Department, 200 Kalmus Drive, Building A, Costa Mesa, California 92626. no later than **March 26, 2025 at 2:00:00 p.m. PDT**. The proposal must be enclosed in a sealed envelope or package bearing the description of the Proposal call, and the name of the Proposer. It is the responsibility of the Proposer to insure that their proposal is received in proper time and at the location noted above. Failure to meet the proposal due date timeline is cause for proposal rejection. Any proposals received after the scheduled closing time for receipt of proposals will be rejected and returned to the Proposer unopened.

Faxed or emailed responses to this RFP will not be accepted. All costs incurred in the preparation, submission and/or presentation of respondents responding RFP including, but not limited to, the respondent's travel expenses to attend oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the respondent and will not be reimbursed by District.

The proposal must be signed by a person duly authorized to bind the respondent to the RFP. By signing, the authorized person is agreeing to all terms, conditions, instructions, specifications and requirements of this RFP document, including all amendments and attachments unless stated otherwise in the respondent's proposal.

VI. Proposal Format

In order that the District can systematically and more effectively the Proposer's submittal must contain all information as outlined in this RFP. Each proposal should address the following items in the order listed below. The proposal response should demonstrate the qualifications, competence and capacity of the Proposer as well as specify Proposer's approach in conformity with all federal, state, local, and District requirements.

Proposals shall be no larger than 8 ½ x 11, and shall be limited to not more than 40 doublesidedpages (i.e. 80 printed faces/sides) in length (excluding covers and tab separators). The firm shall submit five (5) bound copies, one (1) unbound copy, and an electronic .pdf version on a flash drive, of the qualifications clearly marked and addressed as follows.

Proposals must be completed in all respects as required by the instructions in this RFP. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A Proposal will be rejected if, in the opinion of the staff of District, the information in the proposal was intended to erroneously and fallaciously mislead in the evaluation of the proposal.

Proposals shall be completed by writing in ink, typewriter or computer processor. Proposals are to be verified before submission as they cannot be corrected after proposals are opened. The signature of all persons signing shall be in longhand by authorized signatory personnel of

your company. The completed proposal shall be without interlineations, alterations or erasures. Alternative proposals will not be considered. No oral or telegraphic modifications will be considered.

Before submitting a proposal, Proposers shall carefully read the specifications and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the services. No allowance will be made because of lack of such examination or knowledge. The decision as to acceptability of items rests solely with the District staff. Proposer shall submit complete information on the services stated in proposal form. Failure to do so may nullify the proposal. Any concerns regarding the specifications must be called to the attention of the District prior to the opening date set forth herein.

The District is very interested in the project team with which it will be working. All individuals that will be directly involved with the District's projects should be identified and represent the firm in all discussions and interviews.

A. **Cover Letter** - Proposer's cover letter should contain a statement of interest and a brief summary of qualifications to engage in professional relationship with District.

B. **Table of Contents** – The Table of Contents should reflect the order stated herein and shall include titles and page numbers.

C. **Narrative** - Proposer shall provide a detailed description of its qualifications for providing document scanning services in its area(s) of specialization. Include descriptive and supportive evidence of how your firm will maintain a good working relationship with District. The narrative should include the following:

1. **Background**

- a. Firm's legal name.
- b. Type of ownership, or legal structure of the firm (individual, corporation, etc.).
- c. Brief history of your firm, including the number of years in business. A minimum five (5) years' required.
- d. Number of employees (company-wide).
- e. Organizational Chart. Make sure lines of supervision are clearly identified for all roles throughout the firm.
- f. Number of employees located in Orange County or Southern California.
- g. Date firm established.
- h. California Business License Number, if applicable
- i. Tax Identification Number.
- j. Name of the project manager who will serve as the District's contact throughout the project(s).

- k. Address, telephone, fax number, web address of the office that will be primarily responsible for providing services under the proposal.

2. **Staffing Resources**

- a. Indicate the name(s) of the persons who will be principally responsible for working with the District. Please indicate the role and responsibility of each individual. If the Proposal is chosen as a finalist, these principal individuals must attend the interview and in-person presentation.
- b. Provide a resume of the individual's on the team that will be assigned to working directly with the District to provide the requested services, including qualifications, licenses, certificates, credentials, and recent related experience providing similar services. The resume must represent work over the last five (5) years. Please also indicate number of years employed by firm.

D. **Capacity and Methodology** – Description of the approach to provide services and fulfil the requirements and expectations of the District and this RFP. Please use this section to address the ability of your firm to undertake and accomplish the required scope of service while meeting all deadlines.

E. **Experience and References**

- a. Provide a list of contracts from clients of services similar and related experience in scope to this proposal. The Proposer is required to submit a list of school districts or county offices of education for which services have been performed in the past five (5) years (preferably agencies that utilize Docuware Systems). The list must include a minimum of three (3) client references with whom you have contracted within the last three (3) years. List must include the following information for each contract:
 - 1. Client Name and complete address
 - 2. Contact name, telephone number and email address
 - 3. Date of Services
 - 4. Description of Services
 - 5. Contract amount
- b. If any of the following has occurred, please describe in detail:
 - 1. Failure to enter into a contract or professional services agreement once selected.
 - 2. Withdrawal of a proposal as a result of an error.
 - 3. Termination or failure to complete a contract.

4. Debarment by any municipal, county, state, federal, or local agency.
5. Involvement in litigation, arbitration or mediation.
6. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance.
7. Knowing concealment of any deficiency in the performance of a prior contract.
8. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
9. Willful disregard for applicable rules, laws, or regulations

Information regarding any of the above may, at the sole discretion of the District is deemed to indicate an unsatisfactory record of performance.

F. **Fee/Service Rate Schedule** – Proposers must provide a complete fee schedule in their proposal with breakdown format below for Document Scanning Services. The Fee/Service Rate Schedule must be signed by an authorized representative of the firm.

Scanning/Converting to PDF	Proposed Pricing
Cost of Black and White Scanning Per Page	
Cost of Grayscale/Color Scanning Per Page	
Pictures/Photos	
Cost Indexing Per Field up to 8 Fields	
Electronic File Retrieval During Processing at Vendor Site	
Physical File Retrieval & Delivery During Processing at Vendor Site	
Document Handling	
Pickup	
Storage	
Return	
Destruction and Certification of Document	
Project	
Project A (Please refer below for requirements)	

Any additional charges that may be associated with the scope of work must also be identified, including, but not limited to: document preparation, providing on-demand images needed prior to next delivery, pick-up and/or delivery, project set-up, storage, transportation and/or handling of records, fuel and mileage charges.

G. **Fiscal Stability** – Provide a copy of the most recent financial statement (audited or authenticated by CPA) attesting financial stability of the Proposer. Please submit a hard copy of the financial statement in a separate envelope marked on the front of the envelope “Financial Statement”.

VII. Scope of Services

The selected vendor will perform scanning and indexing of all records and documents submitted by the District for conversion into a digital format (prefer PDF) to be stored in the District’s IEDMS, Docuware. All stored, scanning, indexing and Quality Assurance (“QA”) of Districts documents must be performed in Southern California.

Project A Requirements: Digitization of Student Records (Please price Project A and include on Price Sheet) Proposers will have opportunity to view boxes during Mandatory Job Walk) :

1. Approximately 1,935 boxes of physical documents organized in folders by student.
2. Indexing requirements
 - a. Student ID
 - b. Student Last Name
 - c. Student First Name
 - d. Date of Birth
3. Indexing information can be found on each folder

The following tasks describe further aspects that will be included within the evaluation process.

Other document types may include:

- A. HR Documents
- B. Students and Employees Health and Benefits
- C. Payroll Documents
- D. Accounting Documents
- E. Contracts Documents
- F. Other Format Documents to be determined

A. Task 1: Documents Handling, Pick-Up and Tracking

Confidentiality, Accuracy and Security of Documentation: It is critical that the vendor understands the required security of the documents. These documents are irreplaceable and must be safeguarded. Once the vendor received the documents from the District, they are responsible for their safekeeping. Vendor must secure materials in a secure, dry location and take great care in handling of fragile originals. Safeguards against theft, loss, and/or damage must be maintained at the highest levels. The vendor will be held responsible for lost, stolen and/or damaged to original documents. The vendor will be fined up to Five thousand dollars

(\$5,000.00) for a records box that is lost, stolen or damaged. These documents contain sensitive security information such as Personally Identifiable Information such as full name, face, home address, email, ID number, vehicle plate number, driver's license, fingerprints or handwriting, dependents, grades and other student information. Once the documents are in the hands of the vendor, the vendor becomes solely responsible for the security of the documents. No unauthorized reproduction or duplication of any media produced by the vendor is permissible.

Vendor, in coordination with the District-approved dates and times, will inventory and utilize a secured tracking system throughout the entire project to monitor all documents to be scanned and accessed upon request. Vendor will pick up documents from the below District's facilities and scan at vendor's facility:

Orange County Department of Education
200 Kalmus Drive
Costa Mesa, CA 92626

Task 1 Deliverable:

1. Vendor will inventory and acknowledge the receipt of all items received. It is intended that the vendor will maintain an automated tracking system to allow for the retrieval of any document that is in process. Any discrepancies between the District's inventory transmittal and the items received by the vendor are to be resolved within ten calendar days.

2. Work with the District's staff to mutually develop a procedure, as well as a pick and delivery schedule. Time is of the essence.

B. Task 2: Documents Preparation for Scanning and Indexing

Vendor must perform "Document Preparation" as necessary to scan all files-Preparation of Documents to be Scanned: this includes removing all staples and paperclips, repair all torn documents with non-reflective tape, straighten all folded plans and mount any irregular size memorandum on standard 8½ x 11 or 8½ x 14 paper, ensure all Post-its or Sticky Notes on documents are captured in the scanning process, and otherwise make the documents ready for processing.

Vendor must scan documents as described above into electronic format as PDF and attach associated document indexes so that they can be uploaded, stored and retrieved through the District's IEDMS, Docuware. The scanned documents must be made searchable by various criteria and clearly legible. Indexing requirement, depending on document type can comprise of searchable criteria that is designated by the District for each Project (Section VII – Scope of Services).

Task 2 Deliverables:

1. Do not scan blank documents.

2. Vendor must scan documents into electronic format at a resolution that supports full text search and is clearly legible.
3. Vendor must submit scanned documents to the District by hard disk or portable storage device or other District-approved method of delivery.
4. Vendor must provide indexing services to establish scan process and a plan for resolving ad-hoc issues, particularly on indexing.

C. Task 3: Quality Control, Data Confidentiality and Security

Vendor must ensure the highest quality control and security of all documents to be scanned. Vendor must provide in details its policies and procedures for ensuring that documents are confidentially secured while records are in vendor's custody.

Task 3 Deliverables:

1. All stored, scanning, indexing and Quality Assurance ("QA") of District documents must be performed in Southern California.
2. Vendor must provide a secured, web-based application for the District to view and monitor quality control, issues and corrections that are made.
3. Vendor must ensure that all scanned documents are de-skewed and have proper top-to-bottom orientation.
4. Duplex scan documents to capture both front and back of document where needed.
5. OCR all content with guarantee of 99.5% accuracy on images.
6. Vendor must ensure that all writing on scanned documents must be legible if the writing is legible on the document. Vendor must add a disclaimer cover page for poor original quality document.
7. Vendor must provide detail process to ensure that no records or document will be lost or not scanned. If a record file contains no pages, vendor must add a disclaimer cover page indicating no pages.
8. Vendor must guarantee there are no unauthorized reproduction or duplication of any District documents.
9. Vendor must electronically wipe the electronic files from their computer and server systems, and certify in writing that they have done so before final payment will be issued.
10. Unsatisfactory work products must be corrected at the vendor's expense, within an agreed and specified timeframe.

C. Task 4: Data Delivery

1. Vendor must provide a description of its indexing workflow process to accomplish the Indexing Requirements described in B-Task 2 above, and provide a description of vendor's index data delivery process.

Task 4 Deliverables:

1. Vendor must provide a description of its indexing workflow process, including the use of data tables and lists for lookups.
2. Vendor must provide a description of its process integrating data with the District's IEDMS, Docuware.
3. Vendor must provide a description of its process for automatic capture and indexing as well as manual indexing.
4. Vendor must generate an electronic structured file (e.g. CSV, XML) that contains the document index/metadata for each scanned document that accurately references the appropriate imaged document.
5. Vendor must prepare test sets of scanned documents and metadata prior to full production to validate the process and deliverables for upload into the District's IEDMS.
6. During production, provide support for District quality control testing upon delivery of electronic files, including a process for providing corrections/fixes.

D. Task 5: Return or Destruction of Documents

1. Vendor must describe its process for reassembling and returning document records to the District.
2. Vendor must describe its process for the destruction of documents.

Task 5 Deliverables:

1. After imaging, vendor must reassemble and return all documents to the District at the District facilities as noted in Task 1
2. Vendor must provide a description of its process integrating data with the District's IEDMS, Docuware.
3. Vendor must electronically wipe the electronic files from their computer and server systems, and certify in writing that they have done so before final payment will be issued.
4. Unless specified otherwise, the vendor must return original documents after scanning, and provide a "return slip" or other document as proof of return, to be signed by the vendor staff and District staff. Outside of returned boxes scanned must be clearly marked "Scanned" and the date scanning was completed.

E. Task 6: Project Management

1. Vendor must provide a regular cadence of scanning progress update to the District.

Task 6 Deliverables:

1. Vendor must ensure that the District is provided with accurate and timely status reports of the scanning project.
2. Vendor must provide the District with a realistic estimate of project completion.
3. Vendor must immediately notify District of risks that may affect the timely completion of the project.

F. Task 7: Billing

1. Vendor must provide clear description of the line items being invoiced, as well as, the services rendered on the invoice.

Task 7 Deliverables:

1. Vendor must include the following items on each invoice which includes, but not limited to:
 - a. Date of services rendered.
 - b. Scanning cost per page, quantity, total amount.
 - c. Document preparation cost per hour, quantity, total amount.
 - d. Data entry/Indexing cost per field, quantity, total amount.
 - e. Total amount of folder, boxes and pallets.
 - f. Document scanning log that contains items that were digitized (e.g. by student name, number of images).
2. Vendor must establish a regular cadence when invoicing an on-going project (e.g. monthly, by batch, etc.).

General Questions and Answers:

- a. Are documents single sided, double sided or a combination? A combination of both.
- b. Are there any historical or sensitive documents to be converted? Yes
- c. Are there any onion skin, rice paper documents? Yes
- d. What are the oldest documents? Unknown; but we have documents that date back to the late 70s.
- e. Can you provide photo examples of some of the different types of documents that will require scanning? We do not have photo examples.

- f. Can all the documents be picked up at once? Upon commencement of the project, yes. For the remainder of the contract we would like a monthly and annual pick-up and availability upon request. The District is also seeking a solution for scanning documents and returning them for weekly use throughout the year.
- g. Please clarify if the documents upon return require document re-assembly; which would include putting back on the paperclips, binder clips, putting back into folders etc. or would they just need to be loose leaf, but in the same order and orientation as received? This will depend on the types of files scanned. For example, older documents may not need to be retained and therefore no re-assembly will be necessary; however, newer documents will need to be re-assembled.
- h. Please clarify what type of Pictures are to be scanned? No actual pictures/photos, but rather copies of photos, such as: driver's licenses, IDs, social security cards, etc.
- i. What size are the Pictures? Generally 8.5 x 11 xerox copies of pictures/photos.
- j. Could you please provide an estimated total box or page volume for the school District's project? Unknown; multitude student boxes and larger boxes filled with files in the two warehouses at Wilshire site. There are classrooms filled with boxes and several additional files stored in office spaces cabinets.
- k. What is the anticipated box volume or page volume that will be released for scanning on a regular basis? Unknown
- l. What is the approximate number of document box pick-up locations within the District? There will be multiple locations upon commencement (approximately 4-5 different locations). There will be multiple school sites and department locations.
- m. Approximately how many different District departments will be participating in this project? About 4-5 departments.
- n. What percentage pages will require color scanning? Unknown
- o. What is the percentage of pages that are duplex (content on both sides of one page)? Unknown
- p. What percentage of your pages are large-format (larger than 11" x 17")? Unknown; very minimal;

- q. What are the specific document types to be processed? Student Records, Personnel Records, Accounts Payable Records, Statements, Payroll Records, Facilities Records, Drawings/Plans, Legal Documents, etc.
- r. What% of documents are 8.5 x 11? Most of the documents.
- s. What % of documents are 8.5 x 14? Unknown
- t. What% of documents are 11 x 17? Unknown; minimal.
- u. What% of documents are larger than 11 x 17? Unknown; very minimal.
- v. What % of documents are smaller than 8.5 x 5.5? Unknown; very minimal.
- w. What% of pages are duplex? Unknown
- x. What volume of documents will be returned to the District? What volume will be destroyed? Upon commencement of the project, a larger percentage will be destroyed. For the remainder of the contract, unknown (minimal).
- y. Will the District provide a shipping manifest for each pickup? Is it available electronically? The District wishes for the vendor to provide a strategy/plan that is beneficial for both parties as it relates to the shipping manifest.
- z. How many pages per file? Varies and will depend on the type of record/document.
- aa. How many files per box? Varies
- bb. How many pages are there per document? Varies
- cc. How many documents per file? Varies
- dd. Is the District considering a Document management solution? No
- ee. Is the District willing to release all of the document boxes at one time for scanning? Yes
- ff. Can you provide a rough estimate as to the total number of documents boxes for this project? Unknown
- gg. What is the preferred time frame that the District would like this project to be completed? To be discussed and negotiated. The District wishes for the Vendor to address this in their proposal in term of one year and or 2 years.

- hh. What is the name of the District's current document management system that the scanned data will be imported to? Docuware
- ii. Is the District requiring the vendor to import directly into the District's current document management solution? No
- jj. Is there a retention period that has been identified for each of your different record types? If so, can you provide this information? It varies; some files will need to be retained for 3-5 years and some are permanent records.
- kk. On average how many index fields are there per file? (The keywords you will use to search for a document within your document management system) Anywhere from 4 - 8 fields.
- ll. Can you please provide a list reflecting some of the key record categories that will be scanned for this project and what are the index values associated with each? As an example: Student Records: Index values are: Student Name, Student ID, Date of Birth, etc.
 - a. Student Records: School site, year, student last name/first name, student ID number, date of birth, etc.
 - b. Employee Records: Names (first and last, other names), Hire Date, Separation Date, Position, Employee Number, SS#, DOB, work location, etc.
 - c. Business Legal Records: Will need to discuss solutions with vendor - examples: Case#, project name/number, etc.
 - d. Payroll Records: Employee number, first/last name, etc.
 - e. Invoice Payment Records: Vendor number (Name), invoice#, date, etc.
 - f. Construction Plans/Records: Will need to discuss solutions with vendor - examples: DSA
 - g. #, project name, OPCS, etc.
 - h. Accounts Payable Records: Customer number, name, etc.
- mm. Would the District be able to provide a sortable database containing index values along with unique ID numbers associated with its folders? (This would allow for auto-population of the required index values.) No

VIII. Evaluation Process

All proposals will be evaluated for completeness and the proposer's ability to meet or exceed the RFP requirements. The District intends to use the proposal responses that it receives to assist in possible selection of one or more firms to provide the services required in this RFP. The District will evaluate each firm based on the information set forth in the proposal submitted, together with other information available to the District from any other sources. In addition to any other criteria specified in this RFP, the evaluation criteria will include, among others, the firm's qualifications and availability of key person assigned to the contract, number

of years of experience, demonstrated competence in relative experience, experience in performance of comparable work, financial stability, conformance with the specifications identified in this RFP, ability to meet District criteria and project costs range, the firm's ability to develop a rapport and working relationship with District personnel. Firm's services must be fully compliant with all applicable requirements including District policies and regulations, and all State and Federal laws.

The evaluation of the firm's qualifications will be conducted in two (2) phases. Phase I will evaluate qualifications in terms of the ability to meet the parameters as set forth in this RFP. Firms considered by District to be most qualified may be shortlisted and invited for interview/vendor site visit in Phase II. Presentations by selected firms must be made by the same project team personnel who will be assigned to the District's project and whose qualifications are outlined in the proposal. Upon conclusion of Phase II, the selected firm will be recommended to the District's Superintendent for approval and contracting for the scope of services required for the projects as outlined in this RFP.

The District reserves the right to accept or reject any or all RFP proposals, to select one or more qualified firms whose proposal(s) provide the greatest value to District, and to negotiate with any or more than one of the qualified firms. All proposal costs shall be borne by the Proposer. Proposals received from this RFP will be used as the foundation for the development of an agreement and contract with specific provisions subject to review, negotiations and approval of the District. District at its sole discretion, reserves the right to waive any irregularity in any Proposal received.

This RFP is solely a solicitation for Proposals. Neither this RFP, nor any response to this RFP shall be deemed or construed to: (i) create any contractual relationship between District and any individual or firm; (ii) create any obligation for District to enter into a contract with any individual or firm or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Proposal.

VIII. Proposal Evaluation Criteria

During the evaluation period, the District reserves the right to obtain clarification of any point in a proposal submitted or to obtain additional information. The District reserves the right to conduct on District site, telephone or email conversations with a Proposer to clarify proposals, competitively negotiate, ask questions or obtain additional information.

The criteria listed below are not necessarily an all-inclusive list. While price will be the most heavily weighted criteria, the order of appearance is not intended to indicate relevance of importance. Once a respondent has been found responsible to the RFP requirements, a determination of award will be made based on the following considerations:

- a. Quality of proposal plan for delivery of document scanning services
- b. Respondent's past experience with K-12 public schools for the same of similar work/firm's expertise and background, personnel qualifications, etc.

- c. Respondent's services previously provided to District, if applicable.
- d. Performance references.
- e. Cost, best value pricing structure

Criteria	Weight
Fee Schedule, Costs, Best Value Pricing Structure	30
Meeting RFP requirements; Responses to Scope of Services	25
Vendor location relative to the District's location	30
Vendor facility site visit	10
Firm's expertise and background, personnel qualifications, experience with similar clients, acceptance of District's T&C's	25
Project Management, Staffing and Practices	15
Proposal format, organization and clarity	5
Financial Stability	P/F
Total Points	140

IX. Oral Presentation

The District may, at its sole discretion, shortlist selected proposers for a virtual presentation or in-person presentation. The Proposer should be prepared to present such information in order that the District can effectively and objectively analyze all documentation proposed to provide document scanning services. Proposers invited for an oral presentation must be represented by the individual who will be the prime contact person assigned to the District, and other key team members. A Proposer's inability to respond to any request for clarification and/or oral presentation may be cause for disqualification. Upon conclusion of the proposal evaluation process, a Notification of Intent to Award will be sent to the Proposer or Proposers selected.

X. Exceptions or Deviations

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the response submitted by the Proposer. Such exceptions or deviations must be segregated as a separate element of the response under the heading "Exceptions and Deviations."

XI. Confidential Information

All information and documentation submitted as part of this RFP which has not been clearly designated as proprietary or confidential information shall become the property of the District and may only be returned at the District's option and at the submitting firm's expense. All information and documentation submitted to the District excluding financial and proprietary information clearly identified in the proposal, shall become public documents subject to the Public Records Act, and made available to the public upon request.

It is understood that Proposals made in response to the RFP may contain technical, financial, or other data, the public disclosure of which would cause substantial injury to the firm's competitive position, or that would constitute a trade secret. To protect this data from disclosure, the firm should specifically identify the pages of the Proposal that contain such information by properly marking the applicable pages and by inserting the following notice in the form of its proposal:

NOTICE

The data on pages _____ of this proposal, identified by an asterisk (*) or marked along the margin with a vertical line, contain information which are trade secrets, disclosure of which would cause substantial injury to the firm's competitive position. The firm requests that such data be used only for the evaluation of its qualifications, but understands that disclosure will be limited to the extent that District determines is proper under federal, state, and local law. The District assumes no responsibility for disclosure of use of unmarked data. In the event properly marked data are legally requested, the firm will be advised of the request and may expeditiously submit to the District a detailed statement indicating the reasons it has for believing that the information will be used by the District in making its determination as to whether or not disclosure is proper under federal, state, and local law. District will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur. Proposer agrees to assume and pay for all costs incurred by the District including attorney's fees awarded by the court if proposer requests District to resist disclosure of material provided to the District by Proposer, provided the District determines that said materials are exempt under federal, state, or local law.

XII. Litigation

Provide specific information on termination for default, litigation settled or judgments entered within the last (5) five years related to your firm, joint venture partners, or sub-consultants. Also, provide information relative to any convictions for filing false claims within the past five (5) years.

XIII. Additional Data

Proposer may provide additional information about your firm as it may relate to this RFP. Include letters of reference or testimonials, if appropriate. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding your qualifications and expertise.

XIV. Errors and Omissions

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify District in writing and request clarification or modification of the

document. Modifications will be made by addenda. These errors or clarifications will be given by written notice to all parties who have been furnished a RFP.

If the Proposer fails to notify the District, prior to the date fixed for submission of a proposal, of an error in the RFP known to it, or an error that reasonably should have been known to it, it will submit its proposal at its own risk and, if it is awarded the contract, it will not be entitled to additional compensation or time by reason of the error or its later correction.

XV. Hold Harmless and Indemnification

The Proposer will defend, hold harmless and indemnify the Orange County Superintendent of Schools, the Orange County Board of Education and their officers, agents and employees from and against any and all actions, suits, or other proceedings as may arise as a result of performing the work hereunder, except to the extent such actions, suits or other proceedings as arise as a result of the negligence or willful misconduct of the District, their officers, agents, and employees.

XVI. Insurance

At all times during the term of the Agreement, Proposer shall maintain on file with the District a certificate of insurance, showing that its insurance policies are in effect in the required amounts identified below:

Commercial General Liability – \$1,000,000.00 per occurrence, combined single limit and \$1,000,000.00 general aggregate for bodily injury, personal injury and property damage, including contractual liability, and products completed operations coverage;

Automobile Liability –\$1,000,000.00 per occurrence, combined single limit for bodily injury and property damage, for owned, non-owned and hired vehicles;

Professional Liability – Errors and Omissions – \$1,000,000.00 per occurrence combined single limit with a \$2,000,000.00) aggregate;

Workers' Compensation – As required by the State of California – Part A - Statutory requirements, Part B Employers' Liability: \$1,000,000.00 per injury and \$1,000,000 aggregate. Waiver of Subrogation will not be accepted.

For all insurance coverages provided by Proposer, the following terms apply:

- a. Any deductibles or self-insured retentions shall be declared in writing to the District; approval is required for any amounts over \$25,000.00.

b. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than A unless otherwise approved by the District, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.

c. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.

d. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Defend, indemnify, save and hold harmless the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents, and employees against liability arising out to the activities performed by or on behalf of Proposer, products and completed operations of the Proposer, premises owned, occupied, or used by Proposer, or automobiles owned, leased, hired or borrowed by the Proposer.
2. Name the Orange County Superintendent of Schools, the Orange County Board of Education and its officers, agents, and employees as an additional insurance under its insurance policies and provide District with a copy of the certificate of insurance and the additional named insured endorsement prior to performing any services. Proposer shall not cancel or change the coverage provided by the policies of insurance without first giving District at least thirty (30) days prior written notice. Should any such policy of insurance be cancelled or changed, Proposer agrees to immediately provide District with true and correct copies of all new or revised certificates of insurance.
3. For any claims related to the services under the Agreement, the Proposer's insurance coverage shall be primary insurance as respects to the District, the Orange County Board of Education, and its officers, agents and employees. Any insurance or self-insurance maintained by District shall be excess of the Proposers insurance and noncontributory.
4. All insurance required by this RFP shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice to District. Proposer agrees to immediately provide District with true and correct copies of all new or revised certificates of insurance.

XVII. Independent Contractor

While performing the services, the Proposer's staff is an independent contractor and not an employee of the District.

XVIII. Compliance with Laws

The Proposer agrees to comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, policies, and procedures in the conduct of the projects as specified herein.

XIX. Proposer's Obligation to Perform Work in Accordance with Standards

If the work performed by the Proposer is not in accordance with the standards in this RFP, or if the reports submitted by the firm are not complete, the Proposer will be obligated to do whatever is required to correct the work to meet the requirements as specified in the standards at no additional cost to the District.

XX. Signature

The proposal must be signed in the name of the firm and bear the signature of the person authorized to sign proposals on behalf of the firm.

XXI. Withdrawal of Proposal after RFP Opening

No proposer may withdraw their proposal for a period of sixty (60) days after the date set for the opening thereof.

XXII. Interpretation of Documents

If any firm contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications, or other proposed documents, or finds discrepancies in, or omissions from the specifications, they are instructed to submit their question in writing to request an interpretation or correction thereof. Any interpretation or correction of the proposed documents will be made by Addendum duly issued by the Administrator, Business Operations, and a copy of such Addendum will be post on District's website. District will not be responsible for any other explanation or interpretation of the proposed documents.

XXII. Non-Collusive Declaration

The form of such declaration is included as part of the RFP documents. Each proposer shall execute the attached declaration and submit it with his/her sealed proposal.

XXIV. Disposition of Proposals

All materials submitted in response to this RFP will become the property of the District, and will be returned only at the discretion of the District, and at the Proposer's expense. District reserves the right to use any or all ideas presented as part of the firm's proposal. Selection or rejection of the proposal does not affect this right.

XXV. Equal Opportunity

A statement that the Proposer is an equal opportunity employer and will certify compliance with the Civil Rights Act of 1964, and all applicable Federal and State laws and regulations relating to equal employment opportunity.

XXVI. Non-Appropriation of Funds

Any contract resulting from this RFP is subject to appropriation of funds by the District for each fiscal year of services listed herein.

XXVII. Tobacco and Drug-Free Workplace Policy

The District and all District project work are “tobacco” and “drug free” workplaces and, as such, require that all persons on District property be subject to the requirements mandated by California Government Code section 8350, et seq. when on project site.

XXIII. Non-Discrimination

In connection with all work performed under this RFP there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Proposer agrees to comply with applicable Federal and State laws including, but not limited to, Title VI and VII of the Civil Rights Act of 1964, as amended (pertaining to race, color, national origin and religion), Title IX of the Education Amendments of 1972 (pertaining to sex discrimination), Section 504 of the Rehabilitation Act of 1973 (pertaining to handicap), The Age Discrimination Act of 1975 (pertaining to age), the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735 (pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40); and the Americans with Disabilities Act of 1990 (pertaining to disability). It is the responsibility of the Proposer to ensure that those employed by or subcontracted by the Proposer also adhere to District and Public Policies.

XXIX. Term of Agreement

The initial term of the Agreement shall be for one (1) year with an option to renew for four (4) additional successive one-year periods, not to exceed an accumulative total of five (5) years. Pricing shall be held firm for the duration of the contract unless otherwise negotiated by the District. As part of the criteria for the renewal process, the successful firm will be evaluated annually in order to strengthen and maintain a positive client-contractor relationship.

XXX. Contract Negotiations

The District may negotiate a contract with the firm(s) best qualified for the services, as determined by the District to be in the best interest of the District, at compensation that the District determines is fair and reasonable. Should the District be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the District deems reasonable, negotiations with those firms may be formally terminated. The District may undertake negotiations with other firms most qualified for the services. The District reserves the right to select one or more individuals or firms to perform the work identified within this RFP.

XXXI. Bid Protest

Proposers may protest a contract award if he/she believes that the award was inconsistent with District policies or the RFP specifications or was not in compliance with the law. The protest must be filed in writing with the Administrator, Business Operations within five (5) working days after receipt of notification of the contract award. The Proposer shall submit all documents supporting or justifying the protest. A Proposer's failure to timely file a protest shall constitute a waiver of his/her right to protest the award of the contract.

XXXII. Conflict of Interest

Proposer affirms that no Proposer employee or representative has participated in or attempted to influence the District's decision-making concerning this RFP and Agreement include (a) influencing or attempting to influence an officer, employee, or member of the Board of Education of the District or any District employee or (b) making an offer of any gratuities, favors, or anything of monetary value to an officer, employee, or member of the Board of Education of the District or any District employee for the purpose of influencing favorable disposition toward connection with the awarding of this Agreement.

XXXIII. PROPOSAL CONTENT: A complete proposal shall include all of the following documents:

- A. Five (5) copies of the completed proposal.
- B. Completed Attachment A – Information Required of Proposer
- C. Fee Schedule
- D. Completed Non-Collusive Declaration form.
- E. Education Department of General Administration Regulation (EDGAR) compliance form
- F. Completed Certification forms.

To be an acceptable proposal, all of the above documents must be included in the submittal.

XXXIV. ASSIGNMENT

The Proposer shall not subcontract, delegate, or assign the performance of any services under RFP 24-04, in whole or in part, without the prior written approval of the District. Any such attempted subcontracting, delegation, or assignment without the District's express written consent shall be void and unenforceable.

If the District grants approval for subcontracting, the Proposer shall remain fully responsible and liable for the performance of all subcontracted services and shall ensure that any subcontractors comply with all terms and conditions of the Agreement. The District reserves the right to reject any proposed subcontractor and to require the Proposer to terminate any subcontractor that fails to meet District requirements.