

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

RFP NUMBER: 24-04

RFP TITLE: DOCUMENT SCANNING SERVICES

**MANDATORY JOB
CONFERENCE:** March 12, 2025, 9:00:00 A.M. PDT **SHARP!**
Orange County Department of Education
200 Kalmus Drive, Building A (Quad Area)
Costa Mesa, California 92626

**REQUEST FOR
INFORMATION (RFI):** All Proposers are required to send in any Request for
Information (RFI), questions or clarifications in
writing regarding this RFP by email to Kristin Lange
at klange@ocde.us no later than 11:00:00 A.M. PDT
March 19, 2025.

PROPOSAL DUE DATE: March 26, 2025 at 2:00:00 P.M. PDT **SHARP!**
Orange County Department of Education
Purchasing Department
200 Kalmus Drive, Building A
Costa Mesa, California 92626

**PUBLIC NOTICE INVITING
REQUEST FOR PROPOSALS NUMBER: 24-04
DOCUMENT SCANNING SERVICES**

NOTICE IS HEREBY GIVEN that the Orange County Superintendent of Schools, County of Orange, California, ("District") is seeking proposals from qualified firms to provide Document Scanning Services for District programs. The full scope of the work for this Project is set forth in the Request for Proposals ("RFP").

Proposals must be received by mail in a sealed envelope or package no later than **2:00:00 P.M.PDT on March 26, 2025**, at the Orange County Superintendent of Schools, Purchasing & Contracts Department, 200 Kalmus Drive, Building A, Costa Mesa, California 92626. No facsimiles or emailed proposals will be accepted. It is the firm's sole responsibility to ensure its proposal is timely delivered and received at the location designated above. Any proposals received after the stated time and date will not be considered.

A complete copy of the District's RFP documents and specifications are available on the District's website at <http://ocde.us/Administrative/Pages/Bids-and-RFP%27s.aspx>.

A MANDATORY Job Walk will be held on March 12, 2025 at 9:00:00 A.M. PDT SHARP! The mandatory job walk will start at the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626. The goal of the mandatory job walk is to provide prospective 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. Any proposer failing to attend the entire job walk will be deemed a nonresponsive bidder and will have its proposal returned opened.

Interested firms responding to this RFP are to include all costs for labor, materials, equipment and all other expenses required to accomplish the services required. All proposals are to be submitted on the forms provided by in the RFP document. The District reserves the right to reject any or all proposals and not necessarily accept the lowest bid price submitted, and to waive any irregularities or informalities not affected by law in any proposal. The right is also reserved by the District to select the firm which in his/her opinion will best serve the needs of the District.

Proposals submitted by qualified firms shall be at no cost or obligation to District. No firm may withdraw its' proposal for a period of ninety (90) calendar days after the date set for the opening of the proposals. Each proposal must conform and be responsive to this Public Notice.

Please direct any technical or procedural inquiries or questions regarding the RFP documents and/or Project to the attention of Kristin Lange, Purchasing & Contracts Manager via email only at klange@ocde.us no later than 11:00:00 A.M. PDT on March 19, 2025. Any requests made after that date and time will not be addressed. Any clarifications resulting from questions will be posted on the District's website. General information regarding the District is available via www.ocde.us.

By: Kristin Lange
Purchasing & Contracts Manager

Publication: Orange County Register
Date Published: February 26, 2025 and March 5, 2025

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 serving 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 double sided pages (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 or 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.

XXXII. 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.

ATTACHMENT A

INFORMATION REQUIRED OF PROPOSER

The Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal to be rejected. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the firm and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your proposal materials, then please clearly identify such information in response to any of the following questions.

Please be advised that District may request verbal or written clarifications or additional information or an interview or presentation at any time.

SECTION A – GENERAL INFORMATION

- (1) Firm name, address and contact information:

- (2) Telephone: _____ Facsimile: _____

E-Mail Address: _____

Website Address: _____

- (3) Type of firm: (check one)

Individual ☐

Partnership ☐

Corporation ☐

Subsidiary ☐

Government Entity ☐

- (4) Names and titles of all principals/officers of the firm:

| Name | Title | Phone Number |
|-------|-------|--------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

- (5) Please list any applicable certifications and licenses and the associated numbers:

- (6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? _____

a. If yes, give firm name, address and certification or license number.

(i) Name _____

(ii) Address _____

(iii) License No. (if any) _____

(7) How many years has your firm been in business under its present business name?
_____.

(8) How many years of experience does your firm have providing similar services?
_____.

(9) To how many public agencies has your firm provided similar services?
_____.

(10) Please list the public agencies, including School Districts, for which your firm has provided similar services:

(11) Please attach a short history of the firm including whether it is local, a subsidiary (partially or wholly owned by another entity), national, or international as well as approximate number of employees. Also provide the number of firm offices and locations.

(12) Please attach a copy of your firm's most recent financial statement or other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this RFP.

(13) Please attach or list below why your firm should be selected by District to provide the solicited services.

SECTION B – LEGAL

(14) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? _____.

(a) If yes, provide the name of the public agency and briefly detail the dispute:

(15) Have you had a services agreement terminated for convenience or default in the prior five (5) years? _____.

(a) If yes, provide details including the name of the other party:

(16) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? _____.

(a) If yes, provide details:

(17) Is your firm, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? _____.

(a) If yes, provide details:

(18) Does your firm maintain errors and omissions coverage? _____.

If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(19) Will your firm comply with all District local, State and Federal legal requirements, policies, rules and regulations and laws? _____.

SECTION C – ADDITIONAL INFORMATION

- (20) Please provide any other information that may assist District in ascertaining your ability to perform the requested services.

**SECTION D –
ADDITIONAL AS-
NEEDED SERVICES -
PRICING**

(21) What are your costs to perform additional tasks and deliverables during the agreement period? Please submit a fee schedule for additional, as needed services.

SECTION E - REFERENCES

(23) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

(24) Each firm must include the following references:

- a. List at least three (3) clients for whom you have provided similar services. Show the names, addresses, and current telephone numbers of the persons who may be contacted. Information obtained through the references will be evaluated by District. The Proposer recognizes that to ensure the effectiveness of the information review process, references must be able to speak frankly and openly. Proposer, therefore, releases the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by District regarding the Proposer or Proposer's performance of work.

| Name | Address | Phone Number |
|-------|---------|--------------|
| <hr/> | <hr/> | <hr/> |
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I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Auditor pages one (1) through eight (8) is true and correct. Executed this _____ day of _____, 2022, at _____, State of _____.

City, County

Signature

Print Name

Title

NONCOLLUSION DECLARATION

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

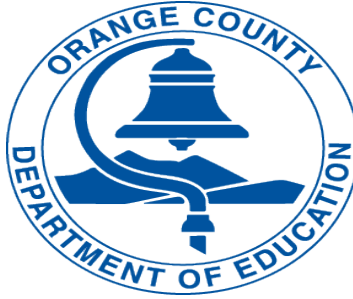
The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**



To the Governing Board of _____ School District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.2) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Contractor

By: _____

Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) the penalties that may be imposed upon employees for drug abuse violations;

c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free

Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONTRACTOR

Signature

Print Name

Title

EQUAL OPPORTUNITY CERTIFICATION

To: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626

Firm: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (____) _____ Fax: (____) _____

Number of Employees: _____

This Firm is:

Independently Owned and Operated

An Affiliate of _____ Parent Company _____

A Subsidiary of _____ Address _____

A Division of _____

.....

I, the official name below, certify under penalty of perjury that I am duly authorized to legally bind the firm to this certification, and that the contents of this certification are true and correct, that we are an Equal Opportunity Employer and have made a good faith effort to improve minority employment.

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION
(FAR Subpart 9.4 – Debarment, Suspension, and Ineligibility)**

I am aware of and hereby certify that neither _____ nor
_____ Name of Respondent

its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Respondent/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above-named Respondent on the _____ day of _____ 20____ for the purposes of submission of this RFP.

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

**Education Department of General Administration Regulation (EDGAR)
Federal Funding Contract Compliance Form**

The following provisions are required and apply when federal funds are expended by the Orange County Superintendent of Schools for any contract resulting from this procurement process. Orange County Superintendent of Schools is the sub grantee or sub recipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.

Pursuant to Federal Rules (A) above, when federal funds are expended by the Orange County Superintendent of Schools, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause or for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rules (B) above, when federal funds are expended by Orange County Superintendent of Schools, the District reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Vendor, in the event Vendor fails to: (1) meet schedules, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed; (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Orange County Superintendent of Schools also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the Orange County Superintendent of Schools believes, in its sole discretion that it is in the best interest of the Orange County Superintendent of Schools to do so. The Vendor will be compensated for work performed and accepted and goods accepted by Orange County Superintendent of Schools as of the termination date if the contract is terminated for convenience of the Orange County Superintendent of Schools. Any award under this procurement process is not exclusive and the Orange County Superintendent of Schools reserves

the right to purchase goods and services from other vendors when it is in the best interest of the Orange County Superintendent of Schools.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Rights to Inventions Made Under a Contract Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement, “; the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (C) above, when federal funds are expended by the Orange County Superintendent of Schools the vendor certifies that during the term of an award for all contracts by the Orange County Superintendent of Schools resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(D) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and sub grants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (D) above, when federal funds are expended by the Orange County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by the Orange County Superintendent of Schools resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension”. SAM exclusions contain the names of

parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (E) above, when federal funds are expended by the Orange County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by the Orange County Superintendent of Schools resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (F) above, when federal funds are expended by the Orange County Superintendent of Schools, the vendor certifies that during the term and after the awarded term of an award for all contracts by the Orange County Superintendent of Schools resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

a. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds to all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2
CRF § 200.333**

When federal funds are expended by the Orange County Superintendent of Schools for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the Orange County Superintendent of Schools for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the vendor certifies compliance with all provisions, laws, acts, regulations, etc. As specifically noted above.

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT B

AGREEMENT

THIS AGREEMENT is hereby entered into this ____ day of ____, **2022**, by and between **CONSULTANT NAME**, hereafter called "Consultant," and the Orange County Superintendent of Schools, hereafter called "District, with its principal place of business located at 200 Kalmus Drive, Costa Mesa, California 92626." District and Consultant shall sometime be referred to as Parties or Party.

RECITALS

- A. The District desires to obtain special services and advice regarding accounting, administrative, economic, engineering, financial, legal and like matters, as provided in this Agreement.
- B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.

NOW, THEREFORE, District and Consultant mutually agree to enter into this Agreement as follows:

AGREEMENT

- 1. In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

Document Scanning Services, in accordance with District's Request for Proposals (RFP).

Attachments to this agreement – please check, if applicable:

Statement of Work
Proposal / Price
Quotation Price / Fee
Schedule Requirements
Summary
Other attachment described as: _____

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

- 2. The Consultant will commence providing services under this Agreement on _____ and will diligently, properly and in full compliance perform as required and complete the performance of services by _____, subject to termination as set forth herein. Time shall be of the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the District's Coordinator in writing.

Upon a showing of good and sufficient work by the Consultant, the District may at its discretion, grant such extension of time as may deem necessary to attain the desired goals and

- 3. The Consultant is an independent contractor and will perform said services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or

principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes or any other purpose.

4. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
5. The total amount to be paid to the Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed \$_____.

The total not to exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, workers compensation, mileage, travel, incidentals, food and the like.

6. Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.
7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
8. The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
9. The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, employees, and volunteers from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services

called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, agents, employees, or volunteers.

- (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, agents, employees, or volunteers.

The Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, employees, or volunteers in any action, suit or other proceedings as a result thereof.

- 10. During the term of this Agreement, the Consultant shall maintain BOTH GENERAL & PROFESSIONAL liability insurance. Unless otherwise agreed in writing by the District, General Liability shall be maintained in an amount not less than \$1,000,000 per occurrence; and Professional Liability in an amount not less than \$1,000,000 combined single limit for each occurrence. Automobile liability insurance to the amount required under California State law or more, and Workers Compensation as required under California State law. The Consultant shall provide Certificates of Insurance, with Additional Insured Endorsements, indicating applicable insurance coverage's prior to the commencement of work.
- 11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g. hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.
- 12. This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
- 13. The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants that it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement.
- 14. The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this Agreement.
- 15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:
 - a) Increase dollar amounts;
 - b) Effect administrative changes; and
 - c) Effect other changes as required by law.all prior or contemporaneous oral or written Agreements.

17. This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Orange County, California.

Authorized representatives of the parties have executed this Agreement as indicated below.

CONSULTANT:

DISTRICT:

Consultant / Firm Name

Orange County Superintendent of Schools

(Signature, Authorized Representative)
Representative) Signer's Name
Title

(Signature, Authorized
Patricia McCaughey

(SSN or Federal ID number)

(Telephone)

(Email Address)

(Date)

(Date)