HAWTHORNE SCHOOL DISTRICT

REQUEST FOR PROPOSAL

RFP No. R25-26-10

Document Scanning Services

Mandatory Pre-Proposal Conference	**April 9, 2026**	**10:00 AM Sharp!**
Proposal Due Date:	**April 22, 2026**	**2:00 PM Sharp!**

Submit Proposals to:
Aneska Kekula
Purchasing Director
13021 S. Yukon Ave.
Hawthorne, CA 90250

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NOTICE CALLING FOR REQUEST FOR PROPOSALS

District:	**HAWTHORNE SCHOOL DISTRICT**
Project Identification:	Document Scanning Services
RFP No:	R25-26-10
Mandatory Pre-Proposal Conference & Job-walk	April 9, 2026; 10:00 am Sharp!
Question Deadline for RFI's:	April 15, 2026; 4:00 pm
PROPOSAL DUE BY:	**April 22, 2026; 2:00 pm Sharp!**
Submit Proposals to:	Hawthorne School District Attn: Aneska I. Kekula 13021 S. Yukon Ave., Hawthorne, CA 90250
Proposal & Contract Documents Available at:	https://www.hawthornesd.org/departments/purchasing/RFPs
Tentative Evaluation Period:	April 23, 2026, through April 25, 2026
Tentative Board Approval Date:	May 13, 2026

NOTICE IS HEREBY GIVEN that Hawthorne School District, acting by and through its Board of Trustees, hereinafter called the "District or Owner" will receive up to, but no later than the above-stated date and time, sealed Request for Proposals from qualified and experienced companies capable of providing the District with Document Scanning Services generally described as: **RFP No. R25-26-10 Document Scanning Services.**

All proposals shall be made and presented only on the forms presented by the Owner. RFPs shall be received in the Office of the **Hawthorne School District, Purchasing Department** at **13021 S. Yukon Ave., Hawthorne, California 90250,** at the above-stated time and place, and there will be no formal RFP opening. Any proposal received after the time specified above or after any extensions due to material changes shall be returned unopened.

There will be a mandatory **Pre-Bidders Conference and job-walk on April 9, 2026, at 10:00 AM Sharp, at HSD Learning Center, 13928 Kornblum Ave., Hawthorne, CA 90250**. The job-walk will follow this conference. Any Bidder bidding on this Bid who fails to attend the entire mandatory conference will be deemed as a non-responsive Bidder and will have its Bid returned.

For questions regarding the Request for Proposal, please contact the Hawthorne School District's Purchasing Department at 310-676-2276 or you may visit the District's website at https://www.hawthornesd.org/departments/purchasing/RFPs.

Each Service Provider shall be licensed pursuant to the State of California Regulations, California Business and Professions Code, and have the necessary license to perform the work called for in this request for proposal. Copies of all licenses must be included with their proposal. No Proposal will be considered from a Service Provider who, at the time the Proposals are opened, is not licensed.

Bid proposal security required.

No Service Provider shall withdraw its Proposal for ninety (90) days after the District's Board of Trustees awards the contract. During this time, all Service Providers shall guarantee the prices quoted in their respective proposals.

Waiver of Irregularities: The District reserves the right to reject any or all proposals, make multiple awards, or waive any irregularities or informalities in any proposal or in the RFP process. The Contract for the work, if awarded, will be by the action of the District's Board of Trustees to the Service Provider that meets the qualifications established by the RFP documents.

Inquiries and Clarifications: The Service Provider is advised that all inquiries and clarifications about the RFP shall be submitted to the district in writing prior to the Question Deadline for RFI's noted above. The District will respond at its earliest possible opportunity. Verbal communication by either party with regard to this RFP is invalid. Inquiries shall be sent in writing to Aneska I. Kekula at ikekula@hawthorne.k12.ca.us or mailed to Aneska I. Kekula, Hawthorne School District, 13021 S. Yukon Ave., Hawthorne, CA 90250. Service Providers are solely responsible for ensuring that their written inquiry is received prior to this deadline and the District is not responsible for any delays or errors in delivery. Service Providers are responsible for reviewing the district's website and incorporating any and all clarifications provided therein into their proposals.

It is each Service Provider's sole responsibility to ensure its proposal is timely delivered and received at the designated location as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the Service Provider unopened.

Publications: District Website at https://www.hawthornesd.org/departments/purchasing/RFPs
Herald Publication: 1st Publication: April 2, 2026; 2nd Publication: April 9, 2026

DOCUMENT SCANNING SERVICES OVERVIEW

It is anticipated that the Board of Trustees will make an award at its regular meeting scheduled for May 13, 2026. The District, at its sole discretion, may change this date and/or any other anticipated date provided herein.

The Hawthorne School District is a public school district located in Los Angeles County, in the State of California, and serves a student population numbering approximately 7,000 in grades transitional kindergarten through twelfth grade. Currently, the District has 11 school sites: three middle schools, seven elementary schools, and one charter high school. The District's other facilities include the Administrative Offices and Support Building, HSD Learning Center, Warehouse, and the Maintenance Department.

Pursuant to Government Code Section 53060, the District is authorized to procure specialized services. The District hereby solicits proposals from qualified service providers to perform document scanning services through this Request for Proposals (RFP) process. The scope of work includes approximately 150 boxes of records, consisting of student records, business records, and related documents. All records must be prepared, organized, and indexed prior to digitization. Documents shall be scanned in TIFF format and securely stored within the District's Laserfiche repository system.

All scanned documents must include the required metadata as specified in Exhibit A. Proposers must demonstrate relevant experience with large-scale document scanning projects, adherence to stringent data security protocols, and the capacity to meet established timelines and quality assurance standards.

The District reserves the right, at its sole discretion, to modify, expand, or extend the scope of services for the document scanning services as needed.

The District will evaluate each Service Provider based on the information set forth in the submitted response, together with other information available to the District from any other sources, and the evaluation criteria outlined in the Instructions to Service Providers. In addition to any other criteria specified in this RFP, the evaluation criteria will include, among others, the ability to meet District criteria and project costs range, as well as the Service Provider's ability to develop a rapport and working relationship with District personnel.

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

The District anticipates that the schedule of events in connection with this RFP will be tentative as set forth below. However, the District reserves the right, in its sole discretion and at any time prior to entering into an agreement for the District's Document Scanning Services, to alter its anticipated schedule as related to this RFP.

Event	Anticipated Date
RFP Available:	April 2, 2026
Deadline for Request for Information (RFI)	April 15, 2026
Proposals Due:	April 22, 2026
Evaluation Period:	April 23, 2026, through April 25, 2026
Recommendations to District Board:	May 13, 2026(Tentative)

INSTRUCTIONS TO CONDITIONS

1. Preparation of Proposal Form and RFP Procedures. Proposals shall be submitted on the blank forms furnished herewith including, but not limited to, the forms in the Special Conditions, at the time and place stated in the Notice Calling for Request for Proposals. The District's time clock shall govern and control the time for all RFPs to be received by the District, and no other clock shall be used to determine the time when RFPs shall be received by the District in accordance with the Notice Calling for Request for Proposals. Each Service Provider shall review and comply with all RFP instructions and requirements set forth in this RFP Package. All blanks in the Proposal Form must be appropriately filled in, and all proposed prices must be stated clearly and legibly. The District will not be held responsible for any errors or omissions on the part of the Service Provider in the preparation of the Proposal. This Request for Proposal ("RFP") does not commit the District to award a contract or pay any costs incurred in the preparation of a response to this request. All proposals must be signed by the Service Provider in permanent ink and submitted in sealed envelopes, bearing on the outside, the Service Provider's name, address, telephone number, and the name of the Project for which the RFP is submitted. The District reserves the right to reject any and all Proposals, or to waive any irregularities or information in the Proposals or the RFP process. It is each Service Provider's sole responsibility to ensure its RFP is timely delivered and received at the location designated as specified above. Any RFP received at the designated location after the scheduled closing time for receipt of RFPs shall be returned to the Service Provider unopened.

2. Bid Proposal Security. Each proposal must be accompanied by one of the following forms of proposal's security: (1) ~~cash~~; (2) a cashier's check made payable to the Owner; (3) a certified check made payable to the Owner; or (4) a service provider's bon executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the Owner, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than **ten percent (10%)** of the maximum amount of such service provider's bid proposal as a guarantee that the service provider will enter into the Contract, if the same is awarded to such proposal, and will provide the required insurance certificates and any other required documents. In the event that a service provider is awarded the Contract and such service provider fails to enter into said Contract within five (5) calendar days after award of the Contract to service provider, said security will be forfeited

3. Signature. The RFP form, bid proposal security, all designations of subcontractors, the service provider's Certificate, the Agreement, and all Guarantees must be signed in permanent ink in the name of the service provider and must bear the signature in longhand of the person or persons duly authorized to sign the RFP.

If the service provider is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the Owner. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If the service provider is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The RFP must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the Owner, in which case the general partner may sign.

RFP submitted as joint ventures must so state and be signed by each joint venturer.

RFP submitted by individuals must be signed by the service provider unless an up-to-date power-of-attorney is on file in the Owner's office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. Modifications. Changes in or additions to the RFP form, recapitulations of the work RFP upon, alternative proposals, or any other modification of the proposal form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the RFP as not being responsive to the Notice Inviting Service Providers. **No oral or telephonic modification of any RFP submitted will be considered**.

5. Erasures, Inconsistent or Illegible RFPs. The RFP submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the RFP. In the event of inconsistency between words and figures in the RFP price, words shall control figures. In the event that the Owner determines that any RFP is unintelligible, inconsistent, or ambiguous, the Owner may reject such RFP as not being responsive to the Notice Inviting Service Providers.

6. Examination of RFP Documents. Each service provider is responsible for inspection of the District documents, for missing or illegible pages, or other indication of incomplete information provided to the Service Provider. The failure or neglect of any Service Provider to receive or examine any contract document, form, instrument, addendum, or other document, or to visit the site and become acquainted with the conditions there existing shall not relieve any Service Provider from obligations with respect to the proposal and contract. The submission of a proposal shall be

taken as prima facie evidence of compliance with this section.

7. Withdrawal of RFPs. Any RFP may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals.

No Service Provider may withdraw any RFP for a period of ninety (90) calendar days after the date set for the opening of RFPs.

8. Interpretation of Plans and Documents/Pre-Proposal Due Date Clarification. If any prospective Service Provider is in doubt as to the true meaning of any part of the Contract Documents or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the Owner. Verbal communication by either party with regard to this RFP is invalid. The Service Provider submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each service provider receiving a set of the Contract Documents.** No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the Owner. Each request for clarification shall be submitted in writing, via email, to only the following persons:

TO: Aneska I. Kekula, Purchasing Director
ikekula@hawthorne.k12.ca.us

CC: Maria Soriano, Purchasing Assistant
Msoriano@hawthorne.k12.ca.us

Each transmitted request shall contain the name of the person and/or service provider filing the request, address, telephone and fax number, Specifications and/or Drawing number, and document title. Service Provider is responsible for the legibility of handwritten requests. Pre-Proposal Due Date clarification request shall be filed by April 15, 2026, on or before 4:00 pm. Requests received after this date and time shall not be considered or responded to. A written response to timely pre-proposal due date clarifications requests that materially affect the service provider's price will be made by Addendum issued by the Hawthorne School District not less than seventy-two (72) hours prior to RFP opening.

9. Service Providers Interested in More Than One RFP. No person, firm, service provider, or corporation shall be allowed to make, or file, or be interested in more than one prime proposal for the same work. A person, firm, service provider, or corporation that has submitted a proposal to a Service Provider, or that has quoted prices of materials or services to a service provider, is not thereby disqualified from submitting a proposal or quoting prices to other Service Providers or making a prime proposal.

10. Addenda. Clarification or any other notice of a change in the RFP Documents will be issued only by the District, and only in the form of a written Addendum, transmitted by e-mail, posted on the website, or available for pick up. Any other purported Addenda are void and unenforceable.

The service provider is responsible for ascertaining the disposition of all Addenda issued, regardless of District notification, and to acknowledge all Addenda in the submitted sealed proposal prior to the due date and time. Copies of the Addendum will be made available for inspection wherever the Proposal Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements, communication, or any instructions in any form, other than the Addendum as described above, shall be void and unenforceable. Any Addendum issued by the District and not noted as being acknowledged by the Service Provider as required in the Proposal Form may result in the proposal being deemed non-responsive.

11. District's Right to Modify Contract Documents. Before the scheduled closing time for receipt of the Proposals, the District may modify the scope of service, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Service Providers who have attended the mandatory request for information prior to proposal due date and/or job walk. If the District issues any addenda, the failure of any Service Provider to acknowledge such addenda in its Proposal will render the Proposal non-responsive.

12. Contract and Insurance. The Contract form, which the successful Service Providers will be required to execute, and the forms and amount of insurance endorsement requirement which will be required to be furnished at the time of execution of the Contract or issuance of the Notice-of-Intent, are included in the proposal documents and should be carefully examined by the Service Providers.

13. Unbalanced or Altered RFP. Proposals in which the prices are unbalanced, and those which are incomplete or show any alteration of form or contain any additions or conditional or alternate RFP that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the service provider has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs, or other information submitted by a service provider may result in an unbalanced RFP, the District may deem such RFP non-responsive. A RFP may be determined by the District to be unbalanced if the RFP is based on prices significantly less than the cost for Document Scanning Services services and prices which are significantly overstated in relation to the cost for these services, and if there is a reasonable doubt that the RFP will result in the lowest overall cost to the District even though it may be the low evaluated RFP, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

14. Non-Collusion Declaration. Public Contract Code Section 7106 requires service providers to submit a declaration of non-collusion with their RFPs. This form is included with the RFP documents and must be signed and dated by the service provider under penalty of perjury

15. Hold Harmless Clause. The Service Providers shall hold harmless and indemnify the District and the Board of Trustees, its officers, and

employees from every claim or demand which may be made by reason of (a) any injury to person or property sustained by any person, Service Providers or corporation caused by any act, neglect, default or omission of the contractor or any product furnished by the contractor or of any person, Service Providers, or corporation directly or indirectly employed by him upon or connection with his performance under the contract, and (b) any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process or patented or unpatented invention under this contract. The contractor at his own expense and risk shall defend any legal proceeding that may be brought against the District or the Board on any such claim or demand and satisfy any judgment that may be rendered against the District or the Board therein.

16. Failure to Fulfill Contract. When any Service Provider shall fail to deliver any article or service or shall deliver any article or service which does not conform to the requested services outlined in this RFP, the District, may, at its sole discretion, annul and set aside the contract entered into with said Service Provider, by providing 30-day written notice, either in whole or in part, and make and enter into a new contract for the same services in such manner as seems to be the best advantage to the District. Including but not limited to entering into a contract with the next service provider whose proposal demonstrates the best value and achieves the highest evaluation scores in sequence. Any failure to furnish such articles or services by reason of the failure of the Service Provider, as above stated, shall be a liability against such Service Provider and his sureties. The District reserves the right to cancel any articles or services which the successful Service Provider may be unable to furnish because of economic conditions, governmental regulations, or other similar causes beyond the control of the Service Provider, provided satisfactory proof is furnished, if requested.

17. Actual Damages. The awarded Service Provider shall be liable for, and subject to, the assessment and recovery of all actual damages incurred by the District as a result of the Service Provider's nonperformance, default, or failure to comply with any requirements set forth in this Request for Proposal (RFP). The District reserves the right to recover such actual damages, and shall provide the Service Provider with an itemized statement detailing the damages incurred. The District may deduct the amount of such damages from any invoice or amounts otherwise due and payable to the Service Provider, including the next invoice submitted, without limiting any other remedies available to the District under this RFP or applicable law.

18. Remedies for Poor Image Quality, The Service Provider shall, at its sole cost and expense, promptly re-perform any imaging or indexing services that fail to conform to the requirements set forth in this Request for Proposals (RFP). Any such corrective work shall be completed at no additional charge to the District. Notwithstanding the foregoing, the Service Provider shall not be responsible for deficiencies in image quality attributable solely to the condition or quality of the original source documents.

19. Cancellation for Insufficient or Non-Appropriated Funds. Notwithstanding any other provision of the contrary, if for any fiscal year of this contract the Governing Board for any reason fails to appropriate or allocate funds for future payments under this contract, or if the services are no longer funded by the State of California and/or Federal Government, or other funds, the District will not be obligated to pay the balance of the funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated. The District fully reserves the right to cancel the contract at any time and/or limit services due to non-availability or non-appropriation of sufficient funds.

20. Award of Proposal**:** Award of this RFP shall be made based on the proposal that, in the District's opinion, best meets the requirements outlined in this RFP, provides the best value to the District, and receives the highest scores, based on Schedule A. Unsolicited services offered as part of the RFP response will not be evaluated or considered in the award process. The District reserves the right to reject any or all proposals, in whole or in part, to make an award, or multiple awards, and to be the sole judge of the responsiveness and qualification of all proposals. Each RFP must conform and be responsive to the Contract Documents as defined in the Proposal Requirements.

21. Solicitation Protest Procedures: A Service Provider may file a protest. The protest must be filed in writing with the Owner's Purchasing Department within three (3) working days after the date of the bid proposal opening. An e-mail address shall be provided and, by filing the protest, the protesting service provider consents to receipt of e-mail notices for purposes of the Protest and Protest-related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based. A Service Provider's failure to file the protest documents in a timely manner as outlined herein this Article 19, shall constitute a waiver of the protesting service provider's right to protest the award of the contract. When a single shift is worked, eight (8) consecutive hours between 8:00 a.m. and 4:30 p.m., shall constitute a workday.

a. Resolution of Proposal Controversy: Once the proposal protest is received, the apparent responsible Service Provider that provides the best value to the district with the highest evaluation scores will be notified of the protest and the evidence presented. If appropriate, the apparent best valued Service Provider will be given an opportunity to rebut the evidence and present evidence that the apparent best valued Service Provider should be allowed to provide the services. If deemed appropriate by the Owner, an informal hearing will be held. Owner will issue a written decision within fifteen (15) days of receipt of the protest unless factors beyond the Owner's reasonable control prevent such resolution. The Decision on the RFP Protest will be copied to all parties involved in the protest.

b. Finality. The decision made by the District concerning the Proposal controversy will be final and not subject to any further Appeals.

c. Failure to comply with this RFP Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting service provider's administrative remedies.

22. Business License. To perform the work required by this notice, the Service Provider must possess a Business License as requested in the Notice Calling for Request for Proposals, and the Service Provider must maintain the license throughout the duration of the contract. If, at the time of bid proposal, the serviced provider is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice Inviting Request for Proposals, such proposal will not be considered and the Service Provider its bid security to the Owner.

23. Term of Contract. The initial contract term is for one (1) year, May 14, 2026 through May 12, 2027, for the scanning of 150 boxes. Pursuant to California Education Code 17596 and 81644, by means of a written agreement entered into before the end of the Term, the Parties may by mutual consent extend the Term for an additional year. The Parties thereafter may mutually agree each year to continue this Agreement on a yearly basis for up to a total of four (4) one-year periods. The year is defined as providing one hundred eighty days (180) instructional days, with an option to include thirty (30) non-school days within the Term.

24. The Contract Rate Increase. The Contract Rates set forth in the RFP Form shall remain in effect at all times during the initial one-year portion of the Term. In connection with any agreement by the Parties to extend (or further extend) the Term, and subject to approval by the Board of Trustees of the Hawthorne School District ("Governing Board"), the Parties may agree to increases, decreases, or other adjustments to the Contract Rates; provided that, in no event shall any increases or other adjustments to the Contract Rates be deemed or construed to be automatic or guaranteed. The District shall consider each request by the Service Provider to increase the then-current Contract Rates at the time it receives the request in writing from the Service Provider. Price increases after the initial one (1) year term may be negotiated subject to existing local market conditions, and as determined by the Consumer Price Index (CPI) for Los Angeles/Long Beach (July), and may be negotiated each renewal period, but may never exceed more than 5%, unless authorized in writing by the District. In the event of a general price decrease, the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

25. Governing Law. The contract for this RFP and any other contract arising from this RFP will be governed by the laws of the State of California.

26. Employees. All Service Providers' employees must be approved by the district. Dissatisfaction with the work or the actions of any employee of the Service Providers performing work under this contract shall be sufficient cause for removal of the said employee from the work or for cancellation of the contract.

27. Unethical Behavior**.** By submitting a response, a Service Provider shall be deemed to represent and warrant that neither it nor any of its agents or other representatives gave or offered to give any gratuity for personal gain (in the form of entertainment, gifts, or otherwise) to any District officer or employee with the intent or goal of obtaining favorable treatment with respect to the selection of a Service Provider for the District's RFP No. R25-26-10. If the District determines that a Service Provider has breached or violated such warranty, the District may terminate any agreement with such Service Provider, in whole or in part, and the Service Provider shall be responsible and liable for any associated losses and/or damages incurred by the District. The rights and remedies of the District pursuant to this paragraph are not exclusive and are in addition to any other rights and remedies the District may have pursuant to law or contract.

28. False or Misleading Statements**.** A proposal that contains false or misleading statements, or which provides references that do not support an attribute or condition contended by the Service Provider, may be rejected. If, in the opinion of the District, such information was deemed as misleading the District may reject the proposal.

29. Obtaining Information**.** The District reserves the right to obtain from any and all sources information concerning a Service Provider which the District deems pertinent to this RFP and to consider such information in the evaluation of the Service Provider's proposal. The District is not limited to its scope of reach.

30. Drug-Free Workplace Certificate**.** In accordance with California Government Code §§8350 et seq., the Drug-Free Workplace Act of 1990, the successful Service Provider will be required to execute a Drug-Free Workplace Certificate concurrently with the execution of the Agreement. The successful Service Provider will be required to implement and take the affirmative measures outlined in such provisions. Failure of the successful Service Provider to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Service Provider.

31. Workers' Compensation. In accordance with the provisions of Labor Code Section 3700, the successful Service Provider as the Service Provider shall secure payment of compensation to all employees. The Service Provider shall sign and file with the Owner the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires 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." The form of such a certificate is included as a part of the RFP Package.

32. Invoices. Terms are Net 30 days upon receipt. Monthly invoices must be sent to the Hawthorne School District's Accounts Payable Department, 14120 S. Hawthorne Blvd, Hawthorne, CA 90250, or via email at ap@hawthorne.k12.ca.us, providing the information listed below, and include a sample of your monthly invoice with the proposal.

- Invoice Number
- Date
- Billing Period
- Contract Number
- Itemized list of services being billed and amounts
- Billable periods

33. Payment Terms. Terms are Net 30 days upon receipt.

34. Anti-Discrimination. It is the policy of the District that in connection with all services provided under the contract, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Service Provider agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735.

34. No Minimum or Maximum Enrollment Capacity Limits. The District shall not be required to limit its capacity to a minimum or maximum number of scanned documents per contract term. The District reserves the right to adjust the number of documents/files per contract term, and it is subject to change based on district needs.

35. Debarment. Service Provider may also be subject to debarment, in addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code section 72, if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

A. Intentionally or with reckless disregard, violated any term of the contract with the District.
B. Committed an act or omission which reflects on the Contractor's quality, fitness, or capacity to perform work for the District.
C. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
D. Made or submitted a false claim against the District or any other public entity (See Government Code section 12650, et seq., and Penal Code section 72).

EVALUATION OF PROPOSALS

Proposals will be opened on or after the date and time specified in the Notice Calling for RFPs. The evaluation process is listed below:

1. To be deemed responsive and qualify for the evaluation process, a proposal must be submitted on time and materially satisfy all mandatory requirements outlined in this RFP. Proposals will undergo an initial screening for completeness. At the District's discretion, proposals that are not materially complete or fail to meet the RFP requirements may be deemed non-responsive. Additionally, proposals from service providers that are not actively engaged in delivering services of the type requested in this RFP, or who cannot clearly demonstrate their ability to provide the requested services satisfactorily, may also be deemed non-responsive.

   An error in a proposal may result in the District rejecting that proposal. However, at its sole discretion, the District may choose to retain the proposal and make certain corrections. When deciding whether to make a correction, the District will consider the proposal's conformance to the format and content requirements of the RFP, as well as whether the Service Provider's intent is clearly established through a review of the entire proposal. Based on this established intent, the District may correct errors, including but not limited to obvious grammatical or punctuation mistakes and arithmetic errors. **Non-responsive proposals will not be evaluated.**

2. A review and selection committee, comprising key personnel from within the District and, at the District's discretion, external personnel, shall review and evaluate all submitted proposals. The proposals will remain confidential to the extent permitted by applicable law. The committee will evaluate and score the proposals based on the technical criteria outlined in Table 1 below, with the understanding that the criteria are not listed in order of priority or importance.

3. The award of the contract shall be based on the proposal that, in the District's opinion, best meets the requirements outlined in this RFP, provides the best value to the District, and achieves the highest scores.

4. The District reserves the right, at its sole discretion, to interview up to three (3) Service Providers with the highest evaluation scores. If interviews are conducted, each will consist of five (5) questions, each assigned a weighted value from zero (0) to twenty (20) points. The Service Provider with the highest total interview score will be considered for the contract award. The District will notify the selected Service Providers of the place, date, and time of the interview if interviews are to be held.

5. If the District and the selected Service Provider(s) cannot successfully negotiate a mutually satisfactory agreement based on the terms outlined in the sample agreement attached to this Request for Proposal (RFP), the District reserves the right to initiate negotiations with the next highest-ranked Service Provider(s) that offer the best value to the District. This process may continue sequentially with the Service Providers ranked in descending order of their scores until an Agreement is successfully executed. The District reserves the right to reject any or all proposals at any time prior to the award of a contract.

The District makes no representation that participation in this RFP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any RFP.

TABLE 1

TECHNICAL CRITERIA	MEASUREMENT	MAXIMUM POINTS
Experience & Qualifications	Demonstrated experience in providing document scanning services of similar size and complexity. Evaluation will consider years in operation, past performance, ability to meet project timelines, quality assurance practices, and successful delivery of comparable projects. Prior experience with the District (HSD), if applicable, may be considered.	0-25
Program Design & Implementation Plan	Quality and completeness of the proposed approach, including scope of services, workflow processes, document handling procedures, indexing methodology, quality control measures, security protocols, and alignment with District operational needs. Evaluation will also consider efficiency, scalability, and innovation in service delivery.	0-25
Cost/Price Proposal	Total cost to the District for comprehensive, turnkey document scanning services, including all labor, equipment, materials, software, storage, and any additional fees. Proposals will be evaluated based on cost-effectiveness, transparency, and alignment with the District's budget constraints.	0-20
References and Past Performance	Quality and relevance of references from previous clients for similar document scanning projects. Evaluation will consider documented success, adherence to timelines, quality of deliverables, customer satisfaction, and ability to resolve issues effectively.	0-10
Data Security, Compliance & Accessibility	Strength of data protection measures, including confidentiality, secure handling of sensitive records, and compliance with applicable regulations (e.g., FERPA where applicable). Includes accessibility considerations such as searchable formats (OCR), and ADA-compliant outputs.	0-15
RFP Compliance & Proposal Quality	Proposal adheres to all RFP requirements, instructions, and formatting guidelines. Evaluation includes completeness of submission, organization, clarity, responsiveness to all required sections, and inclusion of all requested documentation and forms. Non-responsive or incomplete proposals may receive reduced scores or be deemed non-responsive	0-5

PROPOSAL REQUIREMENTS

PART 1 – REQUIRED SCOPE OF SERVICES

The District's goal for document scanning services is to provide, but not be limited to, a comprehensive, secure, and efficient solution for the digitization, indexing, storage, and management of physical records. The selected Service Provider shall deliver high-quality scanning services that ensure accuracy, accessibility, and compliance with all applicable records management and data protection standards. See Exhibit A for the detailed Scope of Work. The program shall include, but not be limited to, the following:

- Document Preparation & Handling: Prepare all documents for scanning, including sorting, organizing, removing staples/bindings, repairing damaged documents, and ensuring proper document sequencing.
- High-Quality Scanning Services: Provide high-resolution scanning of documents in accordance with District specifications, ensuring clarity, completeness, and legibility of all digitized records.
- Indexing & Metadata Capture: Indexing documents and capturing relevant metadata fields as outlined in Exhibit 1.
- Quality Assurance & Control: Implement rigorous quality control procedures to ensure accuracy, completeness, correct orientation, and proper indexing of all scanned files.
- Data Security & Confidentiality: Ensure all records are handled in compliance with applicable privacy laws and District policies. Maintain strict confidentiality, secure chain of custody, and protection of sensitive information throughout the process.
- Secure Storage & File Delivery: Provide secure electronic delivery of scanned files in District-approved formats and systems. If applicable, support integration with the District's document management systems.
- Offsite Services: Provide pickup and secure transport to an offsite facility, as approved by the District.
- Records Management & Tracking: Maintain detailed tracking of all documents throughout the scanning process, including inventory logs and chain-of-custody documentation.
- Timely Project Completion: Adhere to agreed-upon timelines and project milestones, ensuring efficient turnaround times without compromising quality.
- Staffing & Equipment: Supply all necessary personnel, equipment, software, and materials required to complete the project. Staff must be properly trained.
- Communication & Reporting: Maintain regular communication with the District, including status updates, progress reports, and prompt notification of any issues or delays.
- Compliance with Policies & Procedures: Follow all District policies, procedures, and applicable state and federal regulations related to records management and data security.
- Support the District's records retention policies, including secure destruction or return of physical documents as directed.

PART 2 - MINIMUM QUALIFICATION REQUIREMENTS

Service Providers must meet the following mandatory minimum requirements to be considered responsive and eligible to participate in the District's RFP process:

- Relevant Experience: Service Providers must have a minimum of three (3) years of experience providing document scanning, records digitization, or document management services of similar size and scope, preferably for public agencies or educational institutions.
- Business Licensing: Service Providers must possess a valid business license or be properly registered to conduct business.
- Data Security & Confidentiality Compliance: Service Providers must demonstrate compliance with all applicable federal and state data privacy laws and regulations, including but not limited to FERPA (where applicable). Staff must be trained in handling confidential and sensitive information.
- Insurance Requirements: Service Providers must maintain appropriate insurance coverage, including general liability, workers' compensation, and professional liability (if applicable), and provide proof of insurance upon request.
- Technical Capability: Service Providers must demonstrate the ability to provide necessary equipment, software, and trained personnel to perform high-volume, high-quality document scanning, indexing, and secure data transfer.
- Chain of Custody & Security Protocols: Service Providers must have documented procedures for secure handling, transport (if applicable), tracking, and storage of physical and digital records.

PART 3 – MINIMUM SCANNING REQUIREMENTS FOR ARCHIVED RECORDS

The District is seeking qualified document imaging services for approximately 150 boxes of archived records consisting of student records, business records, and related documents. The documents to be imaged represent a wide range of formats, including, but not limited to, forms, photographs, maps, technical drawings, brochures, and related materials.

- Preparation of documents for scanning, including the removal of staples, paper clips, and other bindings to ensure optimal image quality
- High-resolution scanning in black and white, color, single-sided, with automatic page size detection at a minimum of 300 dpi
- Capture and application of metadata in accordance with specifications outlined in Appendix A.
- Delivery of scanned and indexed images on secure digital media, organized and searchable by metadata fields
- Implementation of password protection for all delivered media to ensure data security
- Output of files in TIFF format, appropriately compressed to support seamless upload and integration into the District's Laserfiche document management system
- The Service Provider shall ensure accuracy, quality control, and secure handling of all records throughout the imaging process.

PART 4 – PROPOSAL PACKAGE REQUIREMENTS

Three (3) hard copies of the proposal one marked "Original," two copies, and one (1) digital copy on a pen drive, the proposal shall be submitted in a three-ring loose-leaf binder if proposals are submitted in any other type of binding (i.e., spiral), the District reserves the right to reject the proposal as non-responsive to the RFP documents. All RFP packages, hard or electronic copy, will bear on the outside of the sealed envelope, the name of the Service Provider, address telephone number, the Owner's name, RFP number, and RFP title. Service Providers shall include all documents identified in the Attachments Checklist. The District may reject proposals that do not include the properly required attachments.

Proposals shall be organized into tabbed sections (Tabs 1 through 10) in accordance with the items listed below. To receive full consideration from the District, each Service Provider is expected to include all requested information in their RFP response. Responses shall be limited to twenty-five (25) pages; this page limit excludes the table of contents, cover letter, certifications, attachments, newsletters, calendars, lesson plans, job descriptions, and similar supporting materials.

The proposal must be clearly divided into tabbed sections corresponding to the items outlined in the index to assist the evaluation team in efficiently locating and reviewing submitted information. To be considered for evaluation, proposals must strictly adhere to the prescribed format. Failure to comply may result in disqualification for being deemed non-responsive to the proposal requirements.

The content and sequence of the proposal shall be organized as follows:

Tab 1: Cover Letter **-** A maximum of two (2) pages. The cover letter must include the legal name of the Service Provider, address, telephone number, email, and the name, title, and signature of the person(s) authorized to submit the proposal. The letter should clearly state the Service Provider's interest in, understanding of the project, and a summary of qualifications and experience in providing document scanning and records digitization services.

Tab 2: Experience and Qualifications **–** Provide detailed information demonstrating relevant experience and qualifications, including:

- Number of years providing document scanning, digitization, and/or records management services
- Experience with public agencies, K–12 school districts, or similar organizations
- Description of past projects of similar size and scope
- Company background, areas of expertise, and organizational structure
- Location of offices, including California-based operations
- Key personnel qualifications and roles for this project

Tab 3: Program Design and Implementation Plan – Provide a comprehensive description of the proposed approach to delivering document scanning services, including:

- Workflow for document preparation, scanning, indexing, and quality control
- Indexing methodology and metadata capture approach
- Quality assurance processes and accuracy standards
- Security protocols for handling confidential records
- Chain-of-custody procedures and document tracking
- Project timeline, milestones, and turnaround times
- Plan for coordination and communication with District staff
- Approach to scaling services, if needed

Tab 4: Data Security, Compliance & Accessibility – Describe how the Service Provider will ensure secure, compliant, and accessible handling of District records, including:

- Data protection policies and confidentiality procedures
- Compliance with applicable laws and regulations (e.g., FERPA, where applicable)
- Secure storage, transfer, and delivery of digital files
- Staff training on handling sensitive information
- Disaster recovery and data backup procedures

Tab 5: License – Provide copies of applicable licenses and certifications required to perform the services:

- Valid State of California Business License (or proof of authorization to operate in California)
- Any relevant industry certifications (if applicable)

Tab 6: References – Submit a minimum of five (5) references from school districts for whom similar document scanning or records digitization services were provided. Include:

- Organization name, address, and current contact information, including their email address.
- Description of services performed
- Project size and duration
- Project cost
- Outcomes, including adherence to timelines, quality, and client satisfaction

Tab 7: Quality Assurance & Safety Procedures – Describe the company's quality control processes and operational procedures, including:

- Quality assurance measures to ensure accuracy and completeness of scanned documents
- Error detection and correction processes
- Workplace safety practices related to document handling and scanning operations
- Secure handling of physical records during scanning and transport (if applicable)
- Quality control checkpoints: multi-level review process
- Provide error ratio rates: i) average scanning accuracy (%) and ii) Indexing/data entry (metadata)(%)

Tab 8: Litigation - Provide a comprehensive summary of the Service Provider's litigation, arbitration, and negotiated/settled history with previous clients over the past five (5) years. Include the following details:

- The issues involved in the litigation or arbitration.
- The status of the litigation or arbitration.
- The names of the parties involved.
- The outcome of the case.

Proposals that fail to provide the requested information on lawsuits or litigation, or responses that claim attorney-client privilege without providing the required details, will be deemed non-responsive, disqualified from the selection process, and not evaluated.

Additionally, answer the following questions:

1. **Litigation or Arbitration Related to Similar Services:**
   Have you or any of your principals been involved in litigation or arbitration of any kind relating to similar services involving a school within the past five (5) years? If yes, provide the name of the entity or agency and a brief description of the dispute.

2. **Service Contract Termination:**
   Have you had a service contract terminated for convenience or default within the past five (5) years? If yes, provide details, including the name of the other party and the circumstances of the termination.

Tab 9: Proposal Form and Signature Page

Pursuant to and in compliance with the Notice Inviting Request for Proposal and Exhibit A, and all other related documents, the undersigned Service Provider, having reviewed the Request for Proposal Documents and all other Contract Documents, and upon compliance with all requirements for proposal submittal, hereby proposes and agrees to perform and provide comprehensive document scanning services. These services shall include the collection, preparation, scanning, indexing, and secure digital delivery of documents, as well as all necessary labor, equipment, materials, transportation, scanning, creating the load file, and quality control measures, in strict accordance with the Contract Documents for this project.

Please note that this form must be used to submit pricing. Submission of pricing in an alternate form or format may result in the proposal being deemed non-responsive.

BID SCHEDULE A – TURNKEY OFFSITE SCANNING SERVICES. The scope of work set forth herein Bid Schedule A, is preliminary in nature. A comprehensive assessment shall be performed in collaboration with the awarded contractor, and the final scope of services and pricing shall be negotiated and mutually agreed upon prior to execution of a formal agreement

Bid Item #	Description	Unit of Measure	Estimated # of pages	Cost per sheet	Extended Cost per sheet
1	Document scanning – 150 boxes (Black & White, 8.5" x 11"). Metadata shall include 2 templates with no more than 6 fields per template.	Per page	800,000	$	$

BID SCHEDULE B – AS-NEEDED SCANNING SERVICES

Bid Item #	Description (As needed)	Unit of Measure	Estimated # of pages	Cost per sheet	Extended Cost per sheet
1	Document Preparation (sorting, removing staples, organizing)	Per page	10,000	$	$
2	Standard Scanning (B/W, up to 8.5" x 11")	Per page	10,000	$	$
3	Standard Scanning, which may include photos (Color, up to 8.5" x 11")	Per page	10,000	$	$
	Standard Scanning (B/W, up to 8.5" x 14")	Per page	10,000	$	$
	Standard Scanning, which may include photos (Color, up to 8.5" x 14")	Per page	10,000	$	$
4	Large Format Scanning (>11" x 17")	Per page	10,000	$	$
5	Cost of Indexing Metadata (per field up to 8 fields)	Per field	1	$	$
6	Pickup & Transportation of Records	Per trip	2	$	$
7	Project Management / Implementation Fee	Flat fee	1	$	$
8	System Integration	Flat fee	1	$	$

Acknowledgment of Proposal Addenda
In submitting this Proposal, the Service Provider, the undersigned Service Provider, acknowledges receipt of all Proposal Addenda issued by the District, as set forth below.

Acknowledge the inclusion of each and all addenda issued prior to the Proposal due date in the blanks provided below and

submit this page with your proposal. Failure to do so shall render your proposal non-responsive.

Service Provider's ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
_____	_____	_____	_____	_____	_____	_____	_____

The Service Provider declares that he/she has examined the Contract Documents, including the Addenda, and all other documents and requirements, and hereby proposes and agrees, if this proposal is accepted, to provide all services, to fulfill the said services in accordance with the Contract Documents. I agree to receive service notices at the e-mail address listed below.

I, the below indicated, declare under penalty of perjury that the information provided, and representations made in this Proposal are true and correct.

Proper Name of Company: _____

Name of Service Providers Representative:_____

Street Address: _____

City:_____ State:)_____ and Zip_____

Phone Number: ( )_____

Fax Number: ( )_____

E-Mail: _____

By:_____ Date:_____
Signature of Service Providers Representative

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____[Title] of _____[Name of Company], the party making the foregoing Proposal.

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

Any person executing this declaration on behalf of a Service Provider 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 Service Providers.

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].

Signed: _____

Typed Name: _____

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

One of the boxes below **must** be checked.

_____certifies that it has performed one of the following:
[Name of contractor/consultant]

❑ Pursuant to Education Code Section 45125.1, the Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Hawthorne School District, pursuant to the contract/purchase order issued in connection with **RFP No. R25-26-10**, and the service provider hereby certifies that none of the employees have been convicted of or have an arrest pending final adjudication for any serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

❑ Pursuant to Education Code Section 45125.2, the service provider will ensure the safety of pupils by one or more of the following methods:

❑ 1. The installation of a physical barrier at the worksite to limit contact with pupils.

❑ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Date_____, 20____

_____
[Name of Contractor/Consultant]

By its:_____

ATTACHMENT A:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful Contractors pursuant to the requirements mandated by Government Code section 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 or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

1. 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.

2. Establishing a drug-free awareness program to inform employees about all of the following:

    a. The dangers of drug abuse in the workplace;
    b. The person's or organization's policy of maintaining a drug-free workplace.
    c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
    d. The penalties that may be imposed upon employees for drug abuse violations;

3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, 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 (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Hawthorne School 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 termination, suspension of payments, 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.

DATE:_____

_____
CONTRACTOR

By:_____
Signature

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND

TOBACCO-FREE CAMPUS POLICY

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE:_____ _____

CONTRACTOR

By:_____

Signature

CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM

Labor Code Section 3700 in relevant part provides:
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

2. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

3. By securing from the Director of Industrial Relations a certificate of consent to self-insure, 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 employees.

4. 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 provision before commencing the performance of the work of this Contract.

_____
(Signature)

_____
(Print)

_____
(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 submitted with the Contractor's Proposal.

Certification Regarding Debarment, Suspension, Ineligibility

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Any procurement contract for goods or services between the District and service provider in which the contract amount is equal to or exceeds $25,000.00, shall require validation that the service provider has not been debarred, suspended, or is ineligible from participating and entering into a contract that is federally funded.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

(1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____

Organization Name PR/Award Number or Project Name

_____

Name and Title of Authorized Representative

_____ _____

Signature Date

Service Provider's DUNS/Unique Entity Identification Number:_____

Attach proof from https://www.sam.gov/SAM

EQUAL OPPORTUNITY EMPLOYER CERTIFICATION

The undersigned declares:

I am the _____[Title] of _____[Name of Company], the party making the foregoing proposal for RFP No. R25-26-10 Document Scanning Services.

Federal affirmative action regulations mandate that Government Contracts include an Equal Opportunity (EO) clause in all contracts, subcontracts, and purchase orders. In compliance with the non-discrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Job for Veterans Act flow down to all tiers of contractors.

This service provider shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60.741.5(a). These regulations prohibit discrimination against all individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment, individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

I acknowledge that I am aware of the provisions and hereby certify that I will adhere to all legal provisions, and I certify that the Company is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE:_____ _____
CONTRACTOR

By:_____
Signature

AGREEMENT
(Sample – Do Not include with your proposal)

I. INTRODUCTION

The Hawthorne School District (hereinafter referred to as the "District") and _____, (hereinafter referred to as the "Service Provider") have entered into this Document Scanning Services ("Agreement") effective as of _____ ___, 20___ ("Effective Date"). The District and the Service Provider may be referred to herein individually as a "Party" and collectively as the "Parties

II. RECITALS

A. The District desires to obtain Document Scanning Services for its Educational Services Department ("Services"). On _____ ___, 20___, the District issued RFP No. R25-26-10 for purposes of selecting a Service Provider to provide the necessary Services. Following the review of the responses to RFP No. R25-26-10 that it received, the District selected the responsive and responsible Service Provider that provided the best value to the district and received the highest scores.

B. The Parties acknowledge that: (i) the Services may be undertaken at a time when a public health emergency still exists with respect to the virus that causes COVID-19, and, as of the Effective Date, it is uncertain when this public health emergency will end; (ii) federal, state, and/or local governmental public health and other officials ("Public Officials") have issued mandatory guidance and orders establishing safety and other requirements relating to
COVID-19 ("COVID-19 Orders") that may be applicable to the Services; and (iv) the possibility exists that, during the term of this Agreement, Public Officials may modify and/or issue additional COVID-19 Orders applicable to the Services. Without limiting the foregoing, Public Officials may include, among others: (i) the federal government, acting through the U.S. Department of Education or other department or agency of the federal government;
(ii) the State of California, acting through the California Department of Education ("CDE"), the California Department of Public Health ("CDPH"), or other department or agency of the California government; or (iii) local city and/or county public health officials.

C. The Service Provider acknowledges and agrees that: (i) in connection with the Service Provider providing the Services and as set forth in this Agreement, the Service Provider shall be responsible, at no additional cost to the District, for compliance with any and all COVID-19 Orders applicable to the Services, regardless of whether those are in effect as of the Effective Date or take effect thereafter; and (ii) in the event the District's schools or any nonpublic schools serving District students are closed or otherwise not providing student-based services and/or programs on a normal basis due to the COVID-19 emergency or for any other reason ("School Closure"), nothing in this Agreement shall be deemed or construed to constitute a commitment by the District to pay the Service Provider for services not rendered in accordance with this Agreement during the period the School Closure is in effect ("School Closure Period").

III. GENERAL TERMS AND CONDITIONS

A. **Scope of Work**

Service Provider shall perform and render all services as prescribed and required by RFP No. R25-26-10 Document Scanning Services of 150 boxes, as outlined in Exhibit A, and all Contract Documents and any other documents signed by both parties relating to the subject matter of the Contract, all of which are incorporated by reference as though set forth in full herein. If applicable, the Service Provider shall comply with any required prevailing wage and labor requirements and shall defend and indemnify the District from any claims arising from the Service Provider's failure to comply with such requirements.

B. **Term of the Agreement**

Subject to Recitals B and C herein, and subject to approval by the District in its reasonable discretion of a calendar for the Services or the District otherwise requiring the provision of Services, the Service Provider shall be for the document scanning services within the initial term. The Parties thereafter may agree each year to continue this Agreement for as-needed services on a yearly basis for up to

a total of four (4) Term periods.

C. **Failure to Fulfill Contract.**

When any Service Provider shall fail to deliver any article or service or shall deliver any article or service which does not conform to the requested services outlined in this RFP, the District, may, at its sole discretion, annul and set aside the contract entered into with said Service Provider, by providing 30-day written notice, either in whole or in part, and make and enter into a new contract for the same services in such manner as seems to be the best advantage to the District. Including but not limited to entering a contract with the next service provider whose proposal demonstrates the best value and achieved the highest evaluation scores in sequence. Any failure for furnishing such articles or services by reason of the failure of the Service Provider, as above stated, shall be a liability against such Service Provider and his sureties. The District reserves the right to cancel any articles or services which the successful Service Provider may be unable to furnish because of economic conditions, governmental regulations, or other similar causes beyond the control of the Service Provider, provided satisfactory proof is furnished, if requested.

D. **Notices**

The Parties shall serve or deliver by mail or email all legal notices, as applicable, to the persons and to the following addresses:

District Liaison for Services	Service Provider Liaison for Services
Contact Name: Aneska Kekula	Contact Name:
Title: Coordinator – Purchasing Director	Title:
District Name: Hawthorne School District	Company Name:
Address: 14120 S. Hawthorne Blvd. Hawthorne, CA 90250	Address:
Phone: (310)676-2276	Phone:
E-mail: ikekula@hawthorne.k12.ca.us	E-mail:

E. **Fees**

1. Contract Amount: The total amount of this contract shall not exceed XXXXXXX.00 ($_____), unless amended in writing and approved by the Board of Trustees.

F. **Contract Rate Increase**

The Contract Rates set forth in Paragraph 1 of this Section E shall remain in effect at all times during the initial Contract Term. In connection with any agreement by the Parties to extend (or further extend) the Term, and subject to approval by the Board of Trustees of the Hawthorne Unified School District ("Governing Board"), the Parties may agree to increases, decreases, or other adjustments to the Contract Rates; provided that, in no event shall any increases or other adjustments to the Contract Rates be deemed or construed to be automatic or guaranteed. The District shall consider each request by the Service Provider to increase the then-current Contract Rates at the time it receives the request in writing from the Service Provider. However, for avoidance of doubt, in no event will the District agree to any increase, or any adjustment unless it is mutually agreed upon.

G. **Insurance**

The Service Provider and, if any, each of its subcontractors (regardless of tier) providing any portion of the Services/Supplies, each at its own expense, shall procure and, at all times during the Term and all authorized extensions to the Term, maintain policies of insurance in accordance with this Section F and otherwise satisfactory to the District covering the Service Provider's operations in connection with this Agreement. The Service Provider shall be responsible for ensuring compliance with these insurance-related requirements by its subcontractors. At least five calendar days prior to commencing performance of the Services, the Services Provider shall provide to the District, such

certificates of Insurance and endorsements as reasonably evidence that its and its subcontractors' insurance coverage is in effect and applicable to the District and this Agreement. Not less than thirty (30) calendar days before any insurance policy required pursuant to this Section G is cancelled, expires, renewed, extended, or otherwise modified, the Service Provider shall furnish to the District such certificates of insurance and endorsements as reasonably evidence new or renewed insurance that satisfies all requirements of this Section G. In all cases, the insurance coverage maintained in accordance with this Section G shall require or be endorsed to require that written notice be provided to the District a minimum of thirty (30) days prior to any cancellation or change in any policy. In addition, and without limiting anything else in this Section G, each general liability and automotive liability policy shall provide, or **be endorsed to provide, that each of the District, the Governing Board, and each member thereof, the Superintendent, and all other District officers, employees, agents, and volunteers (collectively, not including the District, the "District Representatives") are additional insureds for purposes of those policies.** The types and coverage amount of the insurance required pursuant to this Section F are as follows:

Workers' Compensation Insurance In accordance with limits established by law.	$1,000,000
Commercial General Liability Insurance Per Occurrence Aggregate	 $1,000,000 $2,000,000
Commercial Automobile Liability Insurance Injury/death to one person Injury/death to more than one person Damage to property	 $1,000,000 $2,500,000 $1,000,000
Cyber Liability Per Occurrence Aggregate	 $1,000,000 $2,000,000

1. Workers' Compensation
   In accordance with the provisions of Labor Code Section 3700, the Service Provider shall secure payment of compensation to all employees. The Service Provider and, if any, each of its subcontractors shall sign and file with the District the following certification prior to commencing any of the Services: "I am aware of the provisions of Section 3700 of the Labor Code, which requires 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." The form of such a certificate is included as part of **RFP No. R25-26-10.**

2. Commercial General Liability Insurance
   Coverage must be equivalent in scope or at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an occurrence basis, and must include coverage for property damage, bodily injury, personal, & advertising injury, products and completed operations, liability assumed under an insured contract (including tort of another assumed in a business contract, and independent contractor's liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to work performed under this contract (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Each of the District and the District Representatives shall be named as an additional insured with respect to liability arising out of work or operations performed by or on behalf of the Service Provider. General liability coverage can be provided in the form of an endorsement to the Service Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 forms if later revisions are used. The policy shall contain severability of interest/cross liability clause or language stating that the Service Provider's insurance applies separately to each insured against who is made, or suit is brought, except with respect to the limit of the insurer's liability.

3. Commercial Automobile Liability insurance.

The Service Provider shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Service Provider arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles. If Service Provider or Service Provider's employees will use personal autos in connection with this Agreement and/or the Services, the Service Provider shall obtain evidence of personal auto liability coverage for each such person. Coverage must be equivalent in scope or at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1) that includes all vehicles that are owned, non-owned, and hired and personal injury protection. The policy must provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of ISO Form CA 00 01.

4. Cyber Security

   A. Cyber Security and Privacy Liability Policy:

   This coverage shall have limits of not less than $1,000,000 per occurrence and at least $2,000,000 annual aggregate coverage. The policy shall provide coverage for liability arising from the theft, dissemination and/or use of confidential information, including but not limited to:

   - Personally Identifiable Information (PII);
   - Protected Health Information (PHI), security codes, access codes, passwords;
   - Personal Identification Numbers (PINS), notification costs, credit monitoring, and other expert services, regulatory fines, and defense costs;
   - Network security liability arising from unauthorized access to, use of, or tampering with computer systems, including hacker attacks;
   - Liability arising from the introduction of a computer virus into, or otherwise causing damage to the service provider (first party or customer's (third party) computer, computer system, network or similarly related property and the data, software and programs thereon;
   - Liability arising from professional misconduct or lack of the requisite skill required to the performances of service as defined in the contract or agreement.

   B. Cyber Liability (Technology Errors and Omissions) Policy:

   This coverage shall have a limit of not less than $1,000,000 per occurrence and at least $2,000,000 annual aggregate coverage. This policy will provide coverage from liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including but not limited to:

   - Credit monitoring and regulatory fines arising from such theft;
   - Dissemination or use of the confidential information;
   - Network security liability arising from the unauthorized use of, access to, tampering with computer systems;
   - Liability arising from the failure of technology products(software) required under the contract for the provider to properly perform the services intended; Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement, improper deep-linking, framing, and infringement or violation of intellectual property rights;
   - Liability arising from the rendering, or failure to render, professional services.

5. The insurance described in the sections above shall name the District as an additional insured and shall also provide contractual liability coverage satisfactory to the District with respect to liability assumed by the Service Provider under the provisions of this Agreement. Written proof of compliance with the requirements of this paragraph, consisting of certificates of insurance and a copy of the additional insured endorsement to the Service Provider's insurance policies in a form acceptable to the District shall be filed and approved by the District prior to any work performed by the Service Provider pursuant to this Agreement and prior to the expiration of each policy year thereafter.

6. The Service Provider shall in each case renew such insurance not less than thirty (30) calendar days prior to the expiration thereof and shall promptly advise the district that such renewal has become effective. In the event the Service Provider fails to timely renew any insurance and provide notice of renewal to the District, the District, in its sole discretion may, but is not obligated to, pay the premium(s) necessary to maintain or otherwise have such insurance

coverage in effect, and the Service Provider shall promptly upon demand reimburse the District for the associated costs incurred by the District and/or the District may offset such costs against any money due from the District to the Service Provider.

7. If Service Provider fails to purchase and/or maintain any insurance required pursuant to this Section G, the District may, but shall not be obligated to, upon five (5) days' written notice to Service Provider, purchase such insurance on behalf of Service Provider and shall be entitled to be reimbursed by Service Provider promptly thereafter or deduct the amount of such premiums from amounts otherwise due to Service Provider hereunder. Any and all amounts expended by the District as provided in Subsection 6 or this Subsection 7 of this Section G shall bear interest from the date expended until repaid to the District at the maximum rate permitted by law or at the rate of ten percent (10%) per annum, whichever is less.

8. Within fourteen calendar days following any and each request by the District, the Service Provider shall provide to the District a certified copy of each insurance policy as requested by the District that the Service Provider is to have in effect pursuant to this Section G. The District may review the Service Provider's insurance policies, associated certificates of insurance, and any and all associated endorsements, to discern whether the Service Provider is in compliance with the requirements of this Section G and/or in connection with any claim or potential claim that may arise from this Agreement, the Services, and/or the actions by the Service Provider and/or its subcontractors in connection with this Agreement. No failure by the District to review, or to fully, appropriately or effectively review, the Service Provider's compliance with such insurance-related requirements shall be deemed or construed as a waiver or release by the District or to relieve the Service Provider from its obligations pursuant to this Agreement. The Service Provider's obligations pursuant to this Subsection 8 shall survive the completion of the Services and/or the expiration or earlier termination of this Agreement.

9. In no event shall the types or coverage limits of the insurance specified in this Section G and maintained by the Service Provider, or the proceeds of any such insurance, be deemed or construed as limitations on any liabilities of the Service Provider in connection with this Agreement, including, without limitation, any liabilities associated with the Service Provider's indemnification obligations. The Service Provider shall have in effect at all times while this Agreement is in effect such additional or other insurance coverages as the Service Provider may determine in its reasonable business judgment are necessary and/or appropriate to protect the interests of the Service Provider and the District in connection with this Agreement.

10. Umbrella/Excess Liability Policy: An Umbrella Liability Policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet the District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.Acceptability of Insurers: All insurance required herein is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable by District, and must be authorized to conduct business in the state of California, or approved by the Surplus Lines Association to do business in California. The current List of Approved Surplus Lines Insurers ("LASLI") is maintained by the California Department of Insurance at http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/

H. **Termination**

1. District Termination for Convenience
The District may terminate this Agreement at any time without need for cause by giving a 30-days written notice to the Service Provider, in which event the termination shall be effective on the date stated in the termination written notice. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Notwithstanding the foregoing, the District may terminate this Agreement effective immediately upon notice to the Service Provider in any emergency situation (regardless of whether constituting a health, fiscal, and/or other emergency) as declared by any federal, state or local governmental entity or as determined by the District in its reasonable discretion. In the event of a termination pursuant to this Subsection 1, the District shall pay to the Service Provider all undisputed amounts attributable to Services satisfactorily provided prior to the effective date of the termination, and the Parties thereafter shall be released from all

further obligations and liabilities under this Agreement, except to the extent that any such obligations or liabilities expressly, implicitly, or impliedly survive the termination of this agreement.

2. District Termination for Cause.
The District may terminate this Agreement for cause by giving 30-days written notice of intent to terminate this Agreement to the Service Provider. Any and each such notice of intent to terminate shall specify in reasonable detail the material breach by the Service Provider of its obligations pursuant to this Agreement and/or other failure, error, omission, or other defect in the performance of the Services (each a "Default") that form the basis or bases for the termination. In such event, the Service Provider shall have: (i) 24 hours from receipt of the notice to cure any and all Defaults; and (ii) twenty calendar days from receipt of the notice to cure (or to make arrangements satisfactory to the District in its reasonable discretion for cure of) any other Defaults by the Service Provider. If the Service Provider fails to cure (or fails to make arrangements satisfactory to the District for cure of), or if it is not reasonably possible for the Service Provider to cure, any Default within the applicable period specified in this Subsection 2, the District may terminate this Agreement by providing written notice of termination to the Service Provider, in which event the termination shall be effective immediately upon receipt by the Service Provider of the notice of termination or on such later date as may be specified in the notice of termination.

3. Service Provider Termination for Cause.
The Service Provider may terminate this Agreement for cause by giving 60-days written notice of intent to terminate this Agreement to the District. Any and each such notice of intent shall specify in reasonable detail the Default(s) by the District that form the basis or bases for the termination. In such event, the District shall have twenty calendar days from receipt of the notice to cure (or to make arrangements satisfactory to the Service Provider in its reasonable discretion for cure of) the Default(s) specified in the notice of intent to terminate. If the District fails to cure (or fails to make arrangements satisfactory to the Service Provider for cure of) any Default within the applicable period specified in this Subsection 3, the Service Provider may terminate this Agreement by providing written notice of termination to the District, in which event the termination shall be effective immediately upon receipt by the District of the notice of termination or on such later date as may be specified in the notice of termination.

4. Remedies Not Limited.
In the event of a termination pursuant to either Subsection 2 or Subsection 3 of this Section H, neither Party's remedies shall be limited, and either Party may pursue such rights and remedies as may be available pursuant to this Agreement and applicable law.

I. **Availability of Funds**

Every payment obligation of the District under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The District may terminate this contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this contract. In the event the District exercises this provision, no liability shall accrue to the District, and the District shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

J. **Approval**

This contract has no force or effect until it is signed by both parties and is approved by the District's Board of Trustees.

K. **Amendment and Modifications**

Neither this Agreement nor any written amendment, supplement, or other modification to this Agreement (each a "Modification") shall have any force or effect whatsoever unless and until approved by the Governing Board, either directly or through delegation and ratification, and executed and delivered by both Parties. No oral understanding or agreement of the Parties relating to the subject matter of this Agreement shall be valid or binding for any purpose whatsoever unless and until set forth in a written and duly approved Modification.

L. **Assignment**

In no event may the Service Provider assign this Agreement or any of its rights pursuant to this Agreement, or delegate any of its obligations pursuant to this Agreement, absent the express written consent of the District, which consent the District may grant, withhold, or condition in its sole and absolute discretion. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties' respective successors and assigns.

M. **Waiver of Subrogation**

The Service Provider hereby waives, for the benefit of the District and each of the District Representatives, and on behalf of its insurers, any and all rights of and to subrogation that any of those insurers may acquire or otherwise have as the result of the payment of any loss under such insurance in connection with this Agreement and/or the Services/Supplies. The Service Provider shall obtain and provide to the District any and all endorsements or other documentation that may be necessary to affect such waivers of subrogation, but the waivers shall be valid and binding regardless of whether the District actually receives any such documentation.

N. **No Third-Party Beneficiaries**

The District and Service Provider are the only parties to this Agreement and are the only parties entitled to enforce its terms. Except as provided by applicable law, nothing in this Agreement shall be deemed or construed to provide any benefit or right, directly or indirectly, to any third party.

O. **Firearms and other Weapons Prohibited**

All District properties are weapons and firearms-free zones. The Service Provider, its subcontractors, and their respective employees, agents, and representatives are each hereby prohibited from possessing on their persons or in their vehicles, any firearms or other weapons while on or at any District property.

P. **Severability**

Should a court of competent jurisdiction hold or otherwise determine that any provision of this Agreement is illegal, unenforceable, and/or void, then: (i) each Party shall be relieved of any obligations arising from such provision; and (ii) if the performance of the remaining provisions of this Agreement reasonably would result in both Parties receiving substantially the benefits intended by this Agreement, such remaining provisions shall remain and continue in full force and effect, but shall to the extent possible be interpreted and implemented to effect the intent of the Parties in agreeing to the illegal, unenforceable, and/or void provision. If both Parties would not receive substantially the benefits intended by this Agreement, this Agreement shall terminate on the date the holding or other determination by the court becomes final and no longer subject to appeal.

Q. **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

R. **Silence/Absence/Omission**

Any silence, absence, or omission from the Agreement specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., materials or supplies, etc.) and workmanship of a quality that would normally be specified by the District are to be used.

S. **Indemnification**

The Service Provider shall indemnify and hold harmless the District, the District Representatives, and each of them, with respect to any and all liens, judgments, damages, losses, costs, expenses (including, without limitation, attorneys' fees and other legal costs), and other liabilities of whatever nature (each a "Liability" and, collectively, the "Liabilities") that arise from breach by the Service Provider of its obligations pursuant to this Agreement and/or acts or omissions (regardless of whether constituting negligence or willful misconduct) of the Service Provider, any of its subcontractors, or any Service Provider or subcontractor employee, agent or other representative in connection with this Agreement, including, without limitation, Liabilities that arise from death of or injury to any person, damage to any property, and any disputes between or involving the Service Provider and any of its subcontractors or other third parties. With respect to each and all claims, demands, actions, and other proceedings initiated in connection with each and any Liability or Liabilities, the Service Provider shall defend the District and the District Representatives, and each of them, using legal counsel reasonably acceptable to the District, but selected and retained by the Service Provider at its sole cost and expense. In connection with each such defense, the Service Provider shall: (i) timely

pay or otherwise satisfy any and each judgment that may be rendered against the District and/or any of the District Representatives: (ii) within thirty days of receiving an invoice from the District, in each case pay all legal and/or other costs reasonably incurred by the District, including, without limitation, the costs associated with the District's legal counsel advising in regard to, monitoring and, as necessary, participating in the defense. With respect to any particular Liability, and notwithstanding the foregoing provisions of this Section V, the Service Provider shall not be obligated to indemnify and hold-harmless the District or any of the District Representatives to the extent, but only to the extent, the Liability is attributable to the sole negligence, active negligence, or willful misconduct of the District or any of the District Representatives, in which case the Parties shall be responsible and liable on a comparative basis.

T. **Force Majeure**

For purposes of this Agreement, a "Force Majeure Event" is any situation or event that develops or occurs after the Effective Date and that reasonably: (i) is beyond the control of a Party; and (ii) precludes the Party from performing one or more of its obligations pursuant to this Agreement. Without limiting the foregoing, Force Majeure Events may include, but are not limited to: (i) a public health emergency declared by governmental officials; (ii) a fire, explosion, power failure, or strike or labor dispute, not in whole or in part caused by or attributable to any act or omission by the Party; (iii) wildfire, earthquake, flood, or similar acts of God; (iv) war, civil disturbance, acts of civil or military authorities or public enemy; and (v) local, state or federal government acts or orders that result in stoppage of work or services, or the freezing, re-allocation, reduction, or elimination of funding.

For avoidance of doubt, all mandatory guidance, orders and recommendations of federal, state, and local governmental public health and other officials ("Public Officials") relating to and/or establishing safety and other requirements relating to, the virus that causes COVID-19 (collectively, "COVID-19 Orders") that were or are in effect prior to or as of the Effective Date shall in no event be deemed or construed as the basis for, or to constitute, any Force Majeure Event. However, if and to the extent Public Officials modify and/or issue additional COVID-19 Orders that are applicable to this Agreement and/or the Services, and subject to satisfaction of all other requirements of this Section W, a Party shall not be precluded from asserting that those subsequent COVID-19 Orders constitute a Force Majeure Event. Also, for avoidance of doubt, a general economic downturn or other adverse "business climate" shall in no event be deemed or construed to constitute a Force Majeure Event.

Notwithstanding anything to the contrary: (i) a Party shall not be deemed to be in breach of this Agreement if, as a direct result of a Force Majeure Event, the Party is precluded from performing, or from timely performing, any one or more of its obligations pursuant to the Agreement; and (ii) no such delay or failure shall constitute an event of default attributable to such Party. In each case that a Party cannot fully and/or timely perform as a result of a Force Majeure Event, the Party must give written notice to the other Party: (i) immediately if the failure or delay in performance relates to the actual transportation of District students; or (ii) within five calendar days of becoming aware of, or other discovery of, the Force Majeure Event, if the failure or delay in performance relates to any obligation pursuant to the Agreement other than the actual transportation of District students. Each such notice shall specify in reasonable detail the cause and existence of the applicable Force Majeure Event and its impact on the performance by the non-performing Party.

Nothing in this Section T or elsewhere in this Agreement shall be deemed or construed to preclude the District from terminating this Agreement for the District's convenience, in accordance with Section H herein.

U. **Compliance with the Law**

The Service Provider shall comply with all laws, ordinances, rules, regulations, and other federal, state, and local governmental requirements applicable to this Agreement and/or the Services. At all times while this Agreement is in effect, the Service Provider shall have and maintain in effect any and all licenses, permits, and other approvals or consents as are necessary and/or appropriate to authorize the Service Provider to conduct its business and perform its obligations pursuant to this Agreement.

V. **Applicable Law and Venue**

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, regardless of any conflict-of-laws, choice-of-law, or other provisions of any federal, state, or other law. Any and each action or other proceeding arising from this Agreement and/or the

Services shall be initiated and conducted only in an appropriate court located in the County of Los Angeles, California.

W. **Interpretation of Agreement**

Each Party acknowledges that, in executing this Agreement, such Party: (i) has sought, or has had the unqualified opportunity to seek, the advice of its own independent legal counsel; and (ii) has read and understands all of the terms and provisions set forth in this Agreement. Therefore, the provisions of this Agreement shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was primarily responsible for drafting this Agreement or any particular provision herein. The Recitals set forth in Part II of this Agreement are hereby incorporated as operative and effective provisions of this Agreement. The headings and captions set forth in this Agreement are for the convenience of the reader only and shall not be deemed or construed to establish, define, or limit the meaning of any provision herein.

X. **Provisions Required by Law**

Each and every provision required by law to be inserted into this Agreement shall be deemed to have been inserted into this Agreement, and this Agreement shall be read and enforced as though it were included. However, if through mistake or otherwise, any such provision is not inserted or is not inserted correctly, then upon request of either Party, the Parties shall reasonably cooperate with respect to amending or otherwise modifying this Agreement to make such insertion or correction.

Y. **Disputes**

Attorneys' Fees. In connection with any and each dispute that arises from Agreement and/or the Services/Supplies, each Party shall be responsible for paying its own attorney's fees and other related costs and expenses. The provisions of this section shall survive the completion of the Services/Supplies and/or the expiration or earlier termination of this Agreement.

Z. **Waiver**

No action or failure to act by the District shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach there under, except as may be specifically agreed in writing.

AA. **Subcontract/Assignment**

No provision of this contract shall be assigned or subcontracted without prior written approval of the District. The execution and delivery of this contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties thereto.

IV. RELATIONSHIP OF THE PARTIES

The Service Provider's relationship with the District will be that of an independent contractor and not that of an employee or supervisor of the District. The Service Provider will not be eligible for any employee benefits, nor will the District make deductions from payments made to the Service Provider for taxes, all of which will be the Service Provider's responsibility. The Service Provider agrees to indemnify and hold the District harmless from any liability for, or assessment of, any such taxes imposed on the District by relevant taxing authorities. It is further understood that the Service Provider shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Service Provider pursuant to this contract

VII. Entire Agreement

This Agreement and the other Contract Documents, collectively: (i) constitute the entire and integrated agreement between the Parties with respect to the subject matter of this Agreement; and (ii) supersede any and all prior negotiations, representations, understandings, and agreements relating to such subject matter, whether written or oral.

In witness whereof, the Parties have executed this Agreement, as evidenced by the signatures, below, of their respective duly authorized representatives AGENCY:

DISTRICT:

HAWTHORNE SCHOOL DISTRICT

SERVICE PROVIDER:

_____

Company Name

_____	_____
Signature	Signature
By: Mara Pagniano	**By**: _____
Print Name	Print Name
Title: Associate Superintendent, Business Services	Title: _____
Mailing Address:	Mailing Address:
Hawthorne School District	_____
14120 Hawthorne Blvd.	_____
Hawthorne, CA 90250	
310-263-3974	
	Phone No.: _____
	Fax No.: _____
	E-mail: _____

END OF SECTION

Exhibit A

SCOPE OF SERVICES

Bid Schedule A – Turnkey Offsite Scanning Services of 150 boxes (Black and White, 8.5" x 11"), metadata shall include two templates with no more than 6 fields per template. The scope is preliminary and provided for informational purposes only. A detailed assessment of the materials and final pricing shall be negotiated and mutually agreed upon with the awarded service provider prior to execution of any agreement.

The service provider will furnish all labor, equipment, and materials necessary to convert physical documents into digital format. Services include the collection, preparation, scanning, indexing, quality control, and secure delivery of electronic files, but not limited to:

- Document Preparation: Remove staples, paper clips, and repair of damaged pages to ensure scan readiness.
- Scanning: High-resolution scanning of documents (black & white, grayscale, or color as required) into TIFF formats.
- Indexing & Naming: Assigning file names and metadata based on the defined indexing criteria.
- Quality Assurance: Verifying image clarity, completeness, and accuracy of indexing.
- File Delivery: Secure transfer of digitized files via encrypted media or secure online platform.
- Document Handling & Security: Maintaining confidentiality and proper chain of custody throughout the process.

All work will comply with applicable data protection and confidentiality standards. The provider will coordinate timelines, volumes, and delivery schedules with the client prior to project initiation.

The Service Provider shall capture and assign the metadata to each document in accordance with the associated templates listed below. The templates referenced herein are subject to modification. The District reserves the right to collaborate with the awarded service provider to finalize, assign, and implement the appropriate templates for the 150 boxes.

1. FOOD SERVICES

A. **FS General Form**

Laserfiche Root Folder: Food Services\<FS Category>\<Fiscal Year>\<Month>
Laserfiche Template: FS General
Laserfiche File Name: <Month>-

FS General Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
FS Category	Varchar 40	Yes	Yes	See FS Category Pick List
FS Application	Varchar 40	Yes	Yes	
Month	Varchar 3	Yes	Yes	Use regular month abbreviations, defaults to current month
Fiscal Year	Varchar 9	Yes	Yes	Defaults to current calendar year
Destruction Date	Date	No	No	Type at MFP
Retention Class	Varchar 20	Yes	Yes	Type at MFP

FS Category Pick List	FS Application Pick List
On-line Reconciliation	No autostore
Financial Statements	Fiscal year (name by month)
Accounts Receivable	Not applicable see FS Acct Receivable
Cash Reconciliation	Just fiscal year
Rosters	PV South County or Ramona County then by fiscal year, (name files by month)
Cash Records	Cash Deposit or Cash Receipts then by fiscal year (name files by month)

B. **FS Acct Payable Form**

Laserfiche Root Folder: Food Services \Accounts Payable\<Fiscal Year>\
Laserfiche Template: FS Acct Payable
Laserfiche FileName: <Vendor Name>-<Check Number>

FS Acct Payable Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
Check Number	Varchar 20	No	Yes	
Vendor Name	Varchar 80	No	Yes	
Fiscal Year	Varchar 4	Yes	Yes	See Fiscal Year Pick List
Destruction Date	Date	No	No	Type at MFP
Retention Class	Varchar 20	Yes	Yes	Type at MFP

C. **FS Acct Receivable Form**

Laserfiche Root Folder: Food Services\Accounts Receivable\<FS Application>\<fiscal Year>
Laserfiche template: FS Acct Receivable
Laserfiche FileName: <month>-<counter>

Food Services AR Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
Fiscal Year	Varchar 40	Yes	Yes	See Fiscal Year Pick List
Month	Varchar 20	Yes	Yes	See Month Pick List
FS Application	Varchar 40	Yes	Yes	See FS Application Pick List which is shared with other forms
Destruction Date	Date	No	No	Type at MFP.
Retention Class	Varchar 20	Yes	Yes	Type at MFP

The entries below are the only ones applicable to this Form, but this list is shared amongst various forms. Users are expected to make correct choices.

FS Application Pick List
Others
Reimbursement Claims

D. **FS Application Process Form**
Also used for verifications
Laserfiche Root Folder: Food Services\<FS Folder>\<Fiscal Year>\<FS Doc Type>
Laserfiche Template: FS Application Process
Laserfiche FileName: <Last Name>-< First Name>-<counter>

FS Application Process Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
Last Name	Varchar 40	No	Yes	
First Name	Varchar 40	No	Yes	
Date of Birth	Varchar 20	No	No	
FS Folder	Varchar 20	Yes	Yes	Applications\Verification
School	Date	No	No	See Site Pick List
Fiscal Year	Varchar 4	Yes	Yes	See Fiscal Year Pick List
FS Doc Type	Varchar 40	Yes	Yes	See FS Doc Type Pick List
Destruction Date	Date	No	No	Type at MFP.
Retention Class	Varchar 20	Yes	Yes	Type at MFP

FS Doc Type Pick List

Emergency
LAUP Euc - Change CPCC PV South
LAUP ZD – Delete
PV South
XXXXXX

E. **FS Production Form**

Laserfiche Root Folder: Food Services\Production Records\<FS Site>\<Fiscal Year>\
Laserfiche Template: FS Production
Laserfiche FileName: <Month>-<counter>

FS Production Process Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
FS Site	Varchar 20	Yes	Yes	Children Center- Change
Month	Varchar 20	Yes	Yes	See Month Pick List
Fiscal Year	Varchar 4	Yes	Yes	See Fiscal Year Pick List
FS Meal Service	Varchar 40	Yes	Yes	Breakfast \ Lunch
Destruction Date	Date	No	No	Type at MFP.
Retention Class	Varchar 20	Yes	Yes	Type at MFP

2. HUMAN RESOURCES MENU

All documents in this section will be routed to the HR volume in Laserfiche.

A. **HR Records Form**

Laserfiche Root Folder = Human Resources\<HR Category>\
Laserfiche Template = HR Records
Laserfiche File Name: <Last Name>-<First Name>-<counter>

HR Records Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
First Name	Varchar 40	No	Yes	
Middle Initial	Varchar 3	No	No	
Last Name	Varchar 80	No	Yes	
Alternate Name	Varchar 80	No	No	Maiden name, alias, nickname, etc.
DOB	date	No	No	
SSN	Varchar 4	No	No	Last 4 digits of SSN
Employee ID	Varchar 10	No	No	
Category	Varchar 40	Yes	Yes	See HR Category Pick List
Status	Varchar 20	Yes	Yes	See Status Pick List
Fiscal Year	Varchar 9	Yes	No	Defaults to current fiscal year
Destruction Date	Date	No	No	Type at MFP
Retention Class	Varchar 20	Yes	Yes	Type at MFP

The HR Category determines which sub-folder will be the destination.

HR Category Pick List	
Description	**Folder (under Human Resources\)**
Application	Application
RichStone	XXXXXXX(A.L.L) – Change to current Vendor
Fingerprints	Finger Prints
I-9	I-9 Forms
Other	Personnel Records - **
TBD	Personnel Records - **

** = Active or Inactive, depending on the HR Status

B. **HR Interviews Form**

Laserfiche Template = HR Interviews
Laserfiche Root Folder = Human Resources\Interviews\<Classification>
Laserfiche File Name = <Last Name>-<First Name>- <Middle Initial>-<counter>

HR Interviews Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
First Name	Varchar 40	No	Yes	
Middle Initial	Varchar 3	No	No	
Last Name	Varchar 80	No	Yes	
DOB	Date	No	No	
Document Date	Date	No	No	Date of interview
Site	Varchar 40	Yes	No	See Site Pick List
Position	Varchar 50	No	No	
Closed Date	Date	No	No	Relevant date.
Classification	Varchar 20	Yes	Yes	See Classification Pick List
Category	Varchar 40	Yes	No	See Interview Category Pick List
Fiscal Year	Varchar 4	Yes	No	Defaults to current Fiscal year, see Fiscal Year Pick List
Destruction Date	Date	No	No	Document Date plus 8 years plus July 1, not displayed to user
Retention Class	Varchar 20	Yes	Yes	Set to "2 – Optional", not displayed to user

Interview Category Pick List
Application
Interview Notes
Disposition
XXXX Letter

C. **HR Volunteers Form**

Laserfiche Root Folder = Human Resource\Volunteers
Laserfiche Template = HR Volunteers
Laserfiche Filename: <Last Name>, <First Name> <Middle Initial>-<counter>

HR Volunteers Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
First Name	Varchar 40	No	Yes	
Middle Initial	Varchar 3	No	No	
Last Name	Varchar 80	No	Yes	
DOB	Date	No	No	
Site	Varchar 50	Yes	No	See the Site Pick List
Document Date	Date	No	No	
Status	Varchar 20	Yes	No	See the Status Pick List
Fiscal Year	Varchar 4	Yes	No	Defaults to current fiscal year
Destruction Date	Date	No	No	Type at MFP
Retention Class	Varchar 20	Yes	Yes	Set to "2 – Optional", not displayed to user

D. **HR Job Description Form**

Laserfiche Root Folder – Human Resources\ Job Description\
Laserfiche Template – HR Job Description
Laserfiche File Naming: <Fiscal Year>-<Job Title>-<counter>

This document type will be stored in a separate folder, as the documents are secured differently, with the information possibly available to a large number of employees.**HR Job Description Form Index Fields**				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
Job Title	Varchar 80	No	Yes	

Position Class	Varchar 20	Yes	Yes	See Classification Pick List
Posting Close Date	Date	No	No	Default to current date
Fiscal Year	Varchar 4	Yes	Yes	Defaults to current fiscal year, see Fiscal Year Pick List
Destruction Date	Date	No	Yes	Calculated as Posting Close date plus 4 year plus July 1 – do not display to user
Retention Class	Varchar 20	Yes	Yes	Set to "3 - Disposable" do not display to user

3. SPECIAL PROJECTS MENU

There will be several document types associated with these documents.

A. Categorical Budget Form

Laserfiche Root Folder: Special Projects Dept\Categorical Budget\<fiscal year>\<month>
Laserfiche Template: EDS Categorical
Laserfiche File Name: <Name>-<counter>

Categorical Budget Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
Name	Varchar 40	No	Yes	
Grant	Varchar 40	Yes	No	See Grant Pick List
Source	Varchar 40	Yes	No	See Grant Source Pick List
Month	Varchar 12	Yes	Yes	See Months Pick List
Fiscal Year	Varchar 9	No	Yes	See Fiscal Year Pick List
Site	Varchar 20	Yes	No	See Site Pick List
Destruction Date	Date	No	No	Type at MFP
Retention Class	Varchar 20	Yes	Yes	Type at MFP

Grant Source Pick List
XXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
TBD

Grant Pick List
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX

B. School Plans Form

Laserfiche Root Folder: Special Projects Dept\School Plans\<School>
Laserfiche Template: EDS School Plans
Laserfiche FileName: <Fiscal Year>-<School>-<counter>

School Plans Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
Fiscal Year	Varchar 4	No	Yes	Defaults to current calendar year, see Fiscal Year Pick List
School	Varchar 20	Yes	Yes	See Site Pick List
Destruction Date	Date	No	No	Type at MFP,
Retention Class	Varchar 20	Yes	Yes	Type at MFP, See Retention Class Pick List

C. SES Tutoring Form

Laserfiche Root Folder: Contracts\Special Projects\<Vendor Name>\
Laserfiche Template: Contract
Laserfiche FileName: <Fiscal Year>-<Vendor Name>-<counter>

SES Tutoring Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
Vendor Name	Varchar 80	No	Yes	Name or dba of tutor
Fiscal Year	Varchar 9	No	Yes	Type at MFP
Contract Expiration	Date	No	No	
Destruction Date	Date	No	No	Type at MFP
Retention Class	Varchar 20	Yes	Yes	Type at MFP, See Retention Class Pick List

D. Personnel Activity Report Form

Laserfiche Root Folder: Special Projects Dept\Personnel Activity Reports\<site>
Laserfiche Template: EDS PAR
Laserfiche FileName: <last name>-<first name>-<counter>

These documents typically pertain to documentation surrounding people that are employees and paid based on specific funding.

Personnel Activity Reports Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
First Name	Varchar 40	No	No	
Last Name	Varchar 80	No	No	
Middle Initial	Varchar 10	No	No	
Month	Varchar 3	Yes	Yes	See Month Pick List
Fiscal Year	Varchar 9	No	Yes	See Fiscal Year Pick List
Site	Varchar 20	Yes	Yes	See Site Pick List
Destruction Date	Date	No	No	Type at MFP
Retention Class	Varchar 20	Yes	Yes	Type at MFP, See Retention Class Pick List

4. EDUCATIONAL SERVICES MENU

This department is primarily concerned with the assessments of general students and employees. This department only has one Form.

Laserfiche Root Folder: Educational Services\Assessment Records\<EDS Category>
Laserfiche template: EDS Records
Laserfiche FileName: <Last Name>-<First Name>-<counter>

The CAHSEE and PFT EDS Categories are further divided by Fiscal Year

Educational Services Records Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
EDS Category	Varchar 40	Yes	Yes	See EDS Category Pick List
First Name	Varchar 40	No	Yes	

Last Name	Varchar 80	No	Yes	
Middle Initial	Varchar 2	No	No	
DOB	Date	No	Yes	
Site	Varchar 20	Yes	No	
Fiscal Year	Varchar 4	Yes	Yes	Type at MFP, see Fiscal Year Pick List
Destruction Date	Date	No	No	Type at MFP
Retention Class	Varchar 20	Yes	Yes	Type at MFP

EDS Category Pick List
XXXXXX
XXXXX
XXXX
XXXXXX
XXXXXX

5. SUPERINTENDENT'S OFFICE MENU

A. Board Related Form

Laserfiche Root Folder: Superintendent\Board Related
Laserfiche Template: Supt Board Related
Laserfiche FileName: <Last Name>-<First Name>-<counter>

Board Related Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
Last name	Varchar 40	No	Yes	
First Name	Varchar 30	No	Yes	
Middle Name	Varchar 20	No	No	
Doc Type	Varchar 40	Yes	No	Roster/Elections
Document Date	Date	No	Yes	Pertinent date for the document.
Fiscal Year	Varchar 4	Yes	Yes	Calculate from document date, do not display to user See Fiscal Year Pick List
Destruction Date	Date	No	No	Assume 5 years, do not display to user.
Retention Class	Varchar 20	Yes	Yes	Type at MFP, See Retention Class Pick List

B. Board Agenda Form

Laserfiche Root Folder: Superintendent\Board Agenda\<Fiscal Year>
Laserfiche Template: Supt Board Agenda
Laserfiche FileName: <fiscal year> <month> <board meeting day>

Board Agenda Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
Board Date	Date	No	Yes	Defaults to today's date
Fiscal Year	Varchar 9	yes	Yes	Calculate from board date, do not display to user
Retention Class	Varchar 20	Yes	Yes	1 = permanent, do not display to user

6. SPECIAL EDUCATION MENU

A. Registers Form

Laserfiche Root Folder: Special Education\Registers\<Fiscal Year>\<Month>\
Laserfiche Template: Spec Ed Registers
Laserfiche FileName: <Teacher Name>-<counter>

Registers Form Index Fields

Name	Type/Size	Pick List?	Reqd	Description
SE Category	Varchar 40	Yes	Yes	See SE Category Pick List
Teacher Name	Varchar 80	No	Yes	Tutor or special ed teacher
Month	Varchar 10	Yes	Yes	See Month Pick List
Fiscal Year	Varchar 9	Yes	Yes	Type at MFP
Destruction Date	Date	No	No	Type at MFP
Retention Class	Varchar 20	Yes	yes	On the MFP

SE Category Pick List
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX

B. Student Records Form

Laserfiche Root Folder: Special Education\Student Records
Laserfiche Template: Special Ed Records
Laserfiche FileName: <last name>-<first name>-counter>

Student Records Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
SE Category	Varchar 40	Yes	Yes	See SE Category Pick List in previous section
First Name	Varchar 40	No	Yes	
Last Name	Varchar 80	No	Yes	
Middle Initial	Varchar 2	No	No	
DOB	Date	No	No	Student DOB (not applicable for all documents)
Fiscal Year	Varchar 9	Yes	No	Type at MFP, see Fiscal Year Pick List
Site	Varchar 20	Yes	No	See Site Pick List
Destruction Date	Date	No	Yes	IF DOB is entered, it will be set to the 23rd birthday. If not, it will be 10 years from current date.
Retention Class	Varchar 20	Yes	Yes	Type at MFP

7. FISCAL COMPLIANCE MENU

These documents are mostly about financial reporting to various agencies. Attendance records will be stored separately as they have different indexing criteria.

A. **Tax Returns Form**

Laserfiche Root Folder: Tax Returns\
Laserfiche Template: FC Tax
Laserfiche FileName: <Quarter Ending>-<counter>

Note: there are special conditions for the categories and folders.
If from name = "1099" goes to \1099\<year>
Otherwise goes to \<year> Taxes\ folder

Tax Return Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
Form Name	Varchar 40	Yes	No	Type at MFP
Name	Varchar 80	No	No	Type at MFP
Quarter Ending	date	No	Yes	Type at MFP
Calendar Year	Varchar 9	Yes	Yes	Calendar Year, see Fiscal Year Pick List
Agency	Varchar 20	Yes	No	Federal/State
Retention Class	Varchar 20	Yes	Yes	Set to permanent

B. **Attendance Records Form**

Laserfiche Root Folder: Fiscal Compliance\Attendance Records\<fiscal year>\<site>
Laserfiche Template: FC Attendance
Laserfiche FileName: <Certificate Number>-<counter>

Attendance Record Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
Date	Date	No	No	Pertinent date for the document.
FC Category	Varchar 40	Yes	No	See FC Category Pick List
Certificate Number	Varchar 20	No	Yes	Generated by state
School Month	Varchar 20	Yes	No	See Month Pick List
Reporting Period	Varchar 3	Yes	Yes	P1/P2/P3
Fiscal Year	Varchar 9	Yes	Yes	Type at MFP, see Fiscal Year Pick List
School	Varchar 20	Yes	Yes	See Site Pick List
Retention Class	Varchar 20	Yes	Yes	Set to permanent, do not display to user

FC Category Pick List
District Attendance
Gifted and Talented
Detail
CSR
TBD

C. **Instructional Minutes Form**

Laserfiche Root Folder: Fiscal Compliance\Instructional Minutes\<school type>\
Laserfiche Template; FC Attendance
Laserfiche FileName: <FC Doc Type>-<counter>

Instructional Minutes Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
School Type	Varchar 10	Yes	Yes	High School\K-8
FC Doc Type	Varchar 40	Yes	Yes	See FC Doc Type Pick List
Fiscal Year	Varchar 9	No	Yes	Type at MFP, see Fiscal Year Pick List
School	Varchar 20	Yes	Yes	See Site Pick List
Retention Class	Varchar 20	Yes	Yes	Set to permanent

FC Doc Type Pick List
Bell Schedule
School Closure
Composite
Mid Year Change
XXXXX

8. EMPLOYEE BENEFITS MENU

These documents are stored in a separate Benefits folder. There are two types of documents, those concerned with the benefit plans or benefit vendors, and those documenting benefits as they apply to specific employees.

A. Benefit Vendor Form

Laserfiche Root Folder: Benefits\Vendor\<Fiscal Year>\

Laserfiche Template: BF Pymt
Laserfiche FileName: <BF Vendor Name>-<counter>

Benefit Vendor Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
BF Vendor Name	Varchar 80	Yes	Yes	See Benefit Vendor Pick List
Document Date	Date	No	No	Relevant date.
Fiscal Year	Varchar 9	Yes	Yes	Type at MFP, see Fiscal Year Pick List
Destruction Date	Date	No	No	Type at MFP
Retention Class	Varchar 20	Yes	Yes	Type at MFP

Benefit Vendor Pick List
XXXXX
XXX
XXXX
XXXXXX
XXXXX -
XXXXXX
XXXXXXXXX
XXXXX
XXXXXX
XXXXXX

B. Employee Benefits Form

Since this Form has the Full SSN as one of the fields, it must be secured carefully.

Laserfiche Root Folder: Benefits\Employees\<Last Name>-<First Name>\
Laserfiche template: BF Employee
Laserfiche FileName: <Last Name>-<First Name>-<counter>

Employee Benefit Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
First Name	Varchar 40	No	Yes	
Middle Initial	Varchar 3	No	No	
Last Name	Varchar 80	No	Yes	
Alternate Name	Varchar 80	No	No	Maiden name, alias, nickname
DOB	date	No	No	
SSN	Varchar 12	No	No	Full SSN
Employee ID	integer	No	No	
Date	Date	No	No	Relevant date.
Benefit Type	Varchar 40	Yes	No	See Benefit Type Pick List
Status	Varchar 20	Yes	No	See Status Pick List
Fiscal Year	Varchar 9	Yes	Yes	Type at MFP, see Fiscal Year Pick List
Destruction Date	Date	No	No	Type at MFP
Retention Class	Varchar 20	Yes	Yes	Type at MFP

Benefit Type Pick List
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX

9. PUPIL PERSONNEL SERVICE MENU

A. PPS Student Form

Laserfiche Root Folder: Pupil Personnel Services\<PPS Folders>
Laserfiche Template: PPS Student Files
Laserfiche FileName: <Last Name>-<First Name>-<counter>

PPS Student Files Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
First Name	Varchar 40	No	Yes	
Middle Initial	Varchar 3	No	No	
Last Name	Varchar 80	No	Yes	
DOB	date	No	No	
PPS Folders	Varchar 40	Yes	Yes	See PPS Folders Pick List
Fiscal Year	Varchar 9	No	Yes	Type at MFP
Destruction Date	Date	No	No	See PPS Folders Pick List
Retention Class			Yes	See PPS Folders Pick List

PPS Folders Pick List		
Description	**Retention**	**Folder**
SARB-Annual Summary Report	Permanent	SARB\Annual Summary Report\<Fiscal Year>
Expulsion	Permanent	Expulsion
SARB-Student Files	Permanent	SARB\student Files
Suspension Notice	Turn 21	Suspension Notice
Work Permits	Turn 21	Work Permits
Child Abuse Reports	Choose	Child Abuse reports
Home-To-School	4 years	Home-To-School
Annual Health Reports	Choose	Annual Health Reports
Medical Billing Reports	Choose	Medical Billing Reports

The SARB lists define additional folders, but the value sent to Laserfiche for both needs to be SARB.

B. Report Form

Laserfiche Root Folder: Pupil Personnel Services\<PPS Folder>\
Laserfiche Template: PPS Reports
Laserfiche FileName: <Last Name>-<First Name>-<counter>

These documents are of a summary or reporting nature, and are typically including many students, or deal with a vendor with respect to the PPS services.

PPS Report Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
First Name	Varchar 40	No	Yes	
Last Name	Varchar 80	No	Yes	
Vendor Name	Varchar 40	No	No	
Date	Date	No	No	Relevant date.
PPS Category	Varchar 40	Yes	No	See PPS Category Pick List
PPS Folders	Varchar 40	No	No	
Fiscal Year	Varchar 9	No	Yes	Type at MFP, Defaults to current calendar year, see Fiscal Year Pick List
Destruction Date	Date	No	No	This date will be calculated as an interval from the DOB, according to the retention schedule. TBD
Retention Class	Varchar 20	Yes	Yes	See PPS Folders Pick List

PPS Category Pick List

XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX

PPS Folders Pick List		
Description	**Retention**	**Folder**
SARB-Annual Summary Report	Permanent	SARB\Annual Summary Report
Expulsion	Permanent	Expulsion
SARB-Student Files	Permanent	SARB\student Files
Suspension Notice	Turn 21	Suspension Notice
Work Permits	Turn 21	Work Permits
Child Abuse Reports	Choose	Child Abuse reports
Home-To-School	4 years	Home-To-School
Annual Health Reports	Choose	Annual Health Reports
Medical Billing Reports	Choose	Medical Billing Reports

10. STUDENT RECORDS MENU

These records are the typical records kept for all students, those that are not Special Education or involved with PPS issues.

A. Student CUMS Form

Laserfiche Root Folder: Student Record\Student Cums\<first initial of last name>
Laserfiche Template: Student Cums
Laserfiche Filename: <Last Name>-<First Name>-<counter>

This has a rather unusual directory structure, that will be calculated.

Student CUMS Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
First Name	Varchar 40	No	Yes	
Middle Name	Varchar 40	No	No	
Last Name	Varchar 80	No	Yes	
DOB	date	No	No	
SSN	Varchar 4	No	No	Last 4 of SSN
Student ID	Varchar 10	No	No	
Fiscal Year	Varchar 9	No	Yes	Type at MFP, see Fiscal Year Pick List
Retention Class	Date	No	Yes	Permanent, do not display to user

11. ADMINISTRATIVE SERVICES MENU

A. Laserfiche Profile: Insurance Policy
Laserfiche Root Folder: Administrative Services\Insurance Policy\<fiscal year>
Laserfiche File Name: <Name>-<counter>

Insurance Policy Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
Name	Varchar 40	No	Yes	
Date	Date	No	No	Relevant date.
Policy No	Varchar 25	No	No	
Fiscal Year	Varchar 4	Yes	Yes	Typed at MFP, see Fiscal Year Pick List

Destruction Date	Date	No	No	Typed at MFP
Retention Class	Varchar 20	Yes	Yes	Typed at MFP

B. **Claims & Reports Form**

Laserfiche Root Folder: \Administrative Services\<Admin Folders>
Laserfiche Template: Claims & Reports
Laserfiche Filename: <Last Name>-<First Name>-<Counter>

Claims & Reports Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
First Name	Varchar 40	No	No	
Middle Initial	Varchar 3	No	No	
Last Name	Varchar 80	No	Yes	If no person is involved this implies the responsible party
DOB	date	No	No	
Date	Date	No	No	Relevant date
Admin Folders	Varchar 40	Yes	Yes	See Admin Folders Pick List
Claim Type	Varchar 40	Yes	No	Industrial/Accident/Student
Claim Status	Varchar 20	Yes	No	Active/Litigation/Settled/No Claim
Adm Category	Varchar 40	Yes	No	See Adm Claims Category Pick List
Fiscal Year	Varchar 9	No	Yes	Type at MFP. Defaults to current Fiscal Year, see Fiscal Year Pick List
Destruction Date	Date	No	No	Type at MFP
Retention Class	Varchar 20	Yes	Yes	Type at MFP

Admin Folders Pick List	
XXXXX	XXXXX
XXXXX	XXXXX
XXXXX	XXXXX

Adm Category Pick List
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX
XXXXX

C. **Accounting >> Accounts Payable Form**

Laserfiche Root Folder: Admin Services\Accounting\<vendor name>\
Laserfiche Template: Acct Payable
Laserfiche FileName: <Vendor Name>-<Check Number>-<counter>
are placed into a Fiscal Year sub-folder, and further placed into a subdirectory by vendor name.

The required fields are dictated by the folder structure needed (Fiscal Year , Vendor Name, and VendorID) and by the settings in Laserfiche.

Accounts Payable Form Index Fields

Name	Type/Size	Pick List?	Reqd	Description
Vendor ID	Varchar 15	No	Yes	OCR'd,, do not display to user
Vendor Name	Varchar 80	No	Yes	OCR'd, do not display to user
Check Number	Integer	No	Yes	Aka Voucher number? OCR'd, do not display to user
Fiscal Year	Varchar 4	Yes	Yes	Type at MFP, defaults to current fiscal year. Refer to Fiscal Years Pick List.
Destruction Date	Date	No	Yes	This date will be calculated as July 1, five years after the MFP entered Fiscal Year, according to the retention schedule. Do not display to user.
Retention Class	Varchar 20	Yes	Yes	Set to disposable, do not display to user

D. **Purchasing>> Purchase Orders Form**

Laserfiche Root Folder: Purchasing\Purchase Orders\<Fiscal Year>\
Laserfiche Template: Pos-New
Laserfiche FileName: <Vendor Name>-<PO Number>

Purchase Order Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
Requisition Number	Varchar 15	No	No	OCR'd, do no display to user
Vendor Name	Varchar 80	No	No	OCR'd, do not display to user
PO Number	Varchar 20	No	No	2-D Barcode eventually, do not display to user
PO Date	date	No	No	OCR'd, do no display to user
Fiscal Year	Varchar 9	Yes	Yes	Entered at MFP, see Fiscal Year Pick List
Destruction Date	Date	No	Yes	This date will be calculated as July 1, five years after the MFP entered Fiscal Year, according to the retention schedule. Do not display to user
Retention Class	Varchar 20	Yes	Yes	Set to disposable, do not display to user

E. **Contracts**

Laserfiche Root Folder: Contract\General Contracts\<Vendor Name>\
Laserfiche Template: Contracts
Laserfiche FileName: <Fiscal Year>-<Vendor Name>-<counter>

Contracts Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
Vendor Name	Varchar 80	No	Yes	
Contract Expiration	Date	No	Yes	This determines the retention.
Fiscal Year	Varchar 4	Yes	Yes	Typed at MFP, see Fiscal Year Pick List
Destruction Date	Date	No	Yes	5 years beyond the Contract Expiration Date, do not display to user
Retention Class	Varchar 20	Yes	Yes	Set to 2 – Optional, do not display to user.

12. PAYROLL MENU

There are several Forms for this department. Several boxes are stored at the Service Center that require scanning into Laserfiche..

A. Payroll Register Form

Laserfiche Root Folder: Payroll\<Employee Type>\Payroll Audit Register\<Fiscal Year>
Laserfiche Template: Payroll Register
Laserfiche filename: Payroll Audit Register<sp><Schedule><sp><Issue Date>

The yyyy-mm-dd is the Issue Date.

If Register Type equals Supplemental the Laserfiche Root Folder changes to \Payroll\Payroll Audit Register Supplementals\<Fiscal Year>

Payroll Register Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
Schedule	Varchar 3	No	Yes	Julian day of year, only used for supplemental
Issue Date	Date	No	Yes	
Register Type	Varchar 10	Yes	Yes	See Register Type Pick List
Fiscal year	Varchar 4	Yes	Yes	Type at MFP,, defaults to current fiscal year See Fiscal7 Pick List
Employee Type	Varchar 15	Yes	Yes	See Classification Pick List
Retention Class	Varchar 20	Yes	Yes	All are permanent, don't display to user

Register Type Pick List	
Type	**Applies to**
XXXXX	XXXXX
XXXXX	XXXXX
XXXXX	XXXXX
XXXXX	XXXXX
XXXXX	XXXXX
XXXXX	XXXXX
XXXXX	XXXXX

B. Time Reports Form

Laserfiche Root Folder: Payroll\<Employee Type>\Time Reports\<fiscal year>\<Site>
Laserfiche Template: Payroll Register
Laserfiche filename: <last name> <first name>-<counter>

Time Reports Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
Last Name			Yes	not sure if needed
First Name			Yes	Not sure if needed
Register Type	Varchar 10	Yes	No	Set to Time Reports, do not display to user, See Register Type Pick List in previous section
Site	Varchar 20	Yes	Yes	See Site Pick List
Fiscal year	Varchar 7	Yes	Yes	Type at MFP, See Fiscal7 Pick List
Employee Type	Varchar 15	Yes	Yes	See Classification Pick List
Retention Class	Varchar 20	Yes	Yes	Permanent, do not display to user

C. Change Registers Form

Laserfiche Root Folder: Payroll\Change Registers\<Fiscal Year>\
Laserfiche Template: Payroll Change Registers

Laserfiche filename: <Run Date>-<counter>

Change Register Form Index Fields				
Name	**Type/Size**	**Pick List?**	**Reqd**	**Description**
First Name	Varchar 40	No	No	Not sure if needed
Last Name	Varchar 80	No	No	Not sure if needed
Run Date	date	No	Yes	
Fiscal Year	Varchar 4	Yes	Yes	Calculate based on run date, do not display to user, see Fiscal7 Pick List
Retention Class	Varchar 20	Yes	Yes	Permanent, do not display to user

Attachments Checklist

This checklist is provided as a convenience to assist Service Providers in ensuring that a complete RFP package is returned. It is not represented as being comprehensive and compliance does not relieve the Service Provider of responsibility for compliance with any RFP requirement which may not be mentioned, specifically in this checklist. Original documents and copies are required, alongside a flash drive. Faxed or emailed documents will not be accepted.

The following forms are included:

- ❑ Attachments Checklist (this form): All items listed are checked, initialed, signed, and included in the complete RFP package.
- ❑ Requested format is followed (Tabs)
- ❑ Proposal Form and Signature Page.
- ❑ List of References
- ❑ Non-Collusion Declaration
- ❑ Contractor's Certification Regarding Background Checks
- ❑ Contractor's Certification Regarding Drug-Free Workplace
- ❑ Contractor's Certification Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- ❑ Contractor's Certification Regarding Worker's Compensation
- ❑ Certification Regarding Debarment, Suspension, Ineligibility
- ❑ Contractor's Certification Regarding Equal Opportunity Employment