South Orange County Community College District (SOCCCD) is inviting submittals from qualified firms, partnerships, corporations, associations, or professional organizations to provide Scanning Services for SOCCCD. Selection will result in an Agreement expected to provide comprehensive professional services to SOCCCD beginning the last week in April 2014.

If you would like to submit a response to this Request for Qualifications and Proposals, please send five hard copies and one electronic copy of requested materials to:

South Orange County Community College District  
Facilities Planning & Purchasing  
Health Sciences Building  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Attn: Brandye K. D’Lena

Questions regarding this RFQ & P may be directed to Brandye K. D’Lena, 949-582-4678 or via email at bdlena@socccd.edu.

The District may modify the RFQ & P prior to the deadline for submittals by issuance of an electronic addendum on the district bid website at www.socccd.edu. Firms/Individuals (Firm) may confirm an interest in providing a submittal by emailing.

All responses must be received by mail, recognized carrier or hand delivered by

April 17, 2014, 2:00 P.M.
INTRODUCTION

South Orange County Community College District seeks to procure scanning and reprographic services for Saddleback College, Irvine Valley College, District Services and the ATEP campus. The timeframe for project completion is expected to be 4 months. The selected team will work with SOCCCD and college facilities departments, take an active leadership role in the entire process and will provide the final deliverables.

These services will include scanning of large scale architectural documents, documents 11 x 17 or smaller including pamphlets, booklets, books and records of legal paper size, copying, binding, wrapping, with pickup and delivery services, with no additional charge for 24 hour turn-around of 200 sheets or less.

Though work is expected to be complete within a shorter timeframe, the term of the awarded contract will be for one year with an option exercisable by the district for an extension of an additional year. Bidders will submit fixed pricing that will apply throughout both years.

This RFQ & P establishes a general scope of work and description of services that should form the basis of each bidder’s proposal. The district will select a single successful bidder in accordance with the basis of award defined within this proposal.

This RFQ & P is the means for prospective Vendors to submit their proposals to the district for the services necessary to provide a complete scanning and reprographic services as described in this document. The RFQ & P and all addenda will be posted at www.socccd.edu, on the bids tab.

In general:
The services include the following:

1. Scanning of large scale architectural documents
2. Scanning of documents 11 x 17 or smaller. These include the following:
   a. Specifications
   b. Pamphlets
   c. Booklets
   d. Books and records of legal paper size
3. Copying
4. Binding
5. Storage Facilities
6. Pickup and Delivery services
All prospective service providers submitting proposals must demonstrate that they are fully capable of providing the complete range of services specified. The use of subcontractors and or partnerships will suffice to fulfill this requirement and use of subcontractors or partnerships must be noted within the response.

It is the districts desire to scan all facilities plans and specifications to PDF. However, there will be no contractual relationship to commit to a definite volume of work.

A prospective service provider must be able to scan and create individual PDF files for up to 200 individual drawings of any size and ship the return files the same business day, i.e. one PDF per individual drawing sheet. For orders larger than 200 sheets the turnaround time must be equal to or greater than a daily throughput of 200 sheets. In your proposal, document the volumes and turnaround times you are willing to commit to fulfill this requirement.

The District is requesting qualification statements and proposals from consultants with a proven track record. It is the intent of this RFQ & P to establish the specifications, terms and conditions governing the selection process.

BACKGROUND:

The District consists of two colleges and a developing campus: Saddleback College, Irvine Valley College and the Advanced Technology and Education Park (ATEP).

Saddleback College, located in Mission Viejo, celebrated its 40th anniversary on September 23, 2008. Saddleback College is approximately 175 acres and serves over 39,000 students each year.

Irvine Valley College, located in Irvine, was founded in 1979 as Saddleback College North Campus and established as Irvine Valley College July 1, 1985. Irvine Valley College is approximately 100 acres and serves over 14,000 students each year.

ATEP, the Advanced Technology Education Park, opened its doors to students in 2007.

Currently, locating required building information in the active and historic paper-based document collections is a largely manual, resource-intensive process, and location of information is time consuming. The district is committed to transition from the current paper-based environment to a managed, digital document retrieval.

A list of building inventory for each college is available in Exhibit C.

SUBMITTAL INFORMATION AND SUBMITTAL SCHEDULE

All submittals shall be in the form and formatted as specified in this RFQ & P. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.

Time is of the essence. Submitting firms will be expected to adhere to the required dates and times.
Submittal questions must be in writing and be directed to Brandye D’Lena via email at bdlena@socccd.edu with the subject line indicating “Question(s) for Scanning Services RFQ & P”. If questions are submitted after the deadline, they will not be answered and firms must provide a submittal using the information in the RFQ & P and any addenda provided.

Request for Qualification & Proposals Submittal Schedule

- RFQ & P - 1st Advertisement: March 28, 2014
- RFQ & P - 2nd Advertisement: April 4, 2014
- Deadline email confirmation of interest: April 7, 2014
- Deadline for written questions: April 10, 2014
- Last addendum: April 11, 2014
- **Deadline for RFQ & P Submittal**: April 17, 2014
- Preliminary Production Test: April 25, 2014
- Contract Negotiation: April 28, 2014

During the review of the submittals, SOCCCD will not report apparent errors or request submittal clarification. Submittals will be interpreted as presented. Firms are responsible to proof documents to avoid errors.

The delivery package must be clearly marked with the RFQ & P title, Firm’s name and address, contact name, email and phone number.

**Submittals may be withdrawn at any time before the deadline by written request of person signing the Certification.**

**Late submittals will be returned to the firm without evaluation and firm will not qualify for consideration.** It is the firm’s responsibility to ensure submittals are received on or before the deadline and at the identified location. A postmark will not be accepted as meeting the delivery requirement. Third party carriers are routed through the warehouse and may experience delay from carriers stated delivery timeframe. Hand delivery should include time allowances for limited parking, the possibility of elevator failure (third floor delivery) or other potential obstacles to reaching the delivery location in a timely manner.

**SCOPE OF WORK**

**Services:** The Scanning services will include:

1. **Work Plan.** Work with SOCCCD to finalize project requirements.
   a. Identify and obtain all necessary source documents:
      
      (1) Develop a list of all plans and specifications available in the archives at each campus and at the district offices which will be made available for immediate scanning.
(2) Develop a list of all buildings not available in the archives.

(3) Develop and implement a plan with district assistance to obtain missing documents from the Division of the State Architect

2. **Pick Up.** Pick up plans and specifications that are to be scanned.

3. **Document Preparation.** Perform all activities required to make source documents ready for scanning, optical character recognition (OCR) processing and indexing.
   a. In cases where documents are damaged, services will include repair and preparation for scanning.
   b. Sort existing records to ensure removal of duplicate or multiple copies of same project information. Also remove preliminary, proposed, progress or construction sets in favor of the As Build or Record set. It is likely that each building will have multiple projects i.e. original construction, renovation, additions. Ensure that sorting does not delete separate project information.

4. **Configuration.** Perform initial set up or configuration.
   a. Document size varies. Existing plans will be provided in numerous odd sized pages.

5. **Search Capabilities.** Document conversion to searchable Portable Document Format (PDF) to permit viewing without CAD. Scanned images will be processed using OCR to make document text elements searchable in the final PDF documents.
   a. Ensure the natural order of each set of plans is maintained
   b. Ensure consistent file naming throughout project
      (1) Plan to include five indexes. These shall align with plan set index which may include reference to building, project year, project name, sheet number and trade and sheet title. Vendor will work with SOCCCD to ensure indexing maximizes search capabilities and conforms with college needs.
      (2) Ensure best possible search and retrieval options

6. **Quality Control.** Ensure scanning technologies provide best available image capture with consistent results.
   a. **Large Format**
      (1) Use multi camera scanner or other technology to prevent image distortion on the perimeter of drawings and to ensure proper scale if imported or converted into CAD.
      (2) Scan anything over 11 x 17 using a minimum of 200 dots per inch (dpi).
      (3) Repair torn and frayed records to permit scanning.
(4) Manually review all files prior to electronic storage to determine if de-speckling or de-skewing is needed or to determine if a different DPI is required to obtain identified quality level.

(5) Orientate all images so images open orientated correctly, no rotation required.

(6) Electronically invert white line drawing with black backgrounds to black line drawings with white background.

(7) Include capability to import scanned drawings to CAD.

(8) No special software must be needed for viewing or editing completed scanned work.

b. 8 ½ x 11, Specification Format

(1) Prepare all files to be scanned by removing all paperclips, staples and fasteners

(2) Orientate all images so images open orientated correctly, no rotation required.

(3) Scan at a minimum of 200 dpi resolution as a standard, greater if required to insure an acceptable image.

(4) Repair torn and frayed records to permit scanning

1. All files must be manually viewed prior to electronic storage to determine if de-speckling, de-skewing, rotating, cropping or other image enhancement is needed or if rescanning at different DPI is required. If needed, said work shall be completed at no additional charge.

2. Run Kodak “Perfect Page” and “I Threshold” or Kofax cleanup/digital enhancement or image improvement software on each image to maximize clarity and suppress background.

(5) Storage of all scanned records must be Searchable PDF with a minimum of 2 optical character recognition software programs used.

(6) Produce 3 copies of the completed digital media (Flash drives, external hard drives or DVD).

(7) No special or proprietary software needed for viewing or retrieval of completed scanned work. Scanned information is required to work on both Apple and Windows operating systems with no additional software required.

(8) Quotes must be all inclusive of all stated requirements at no additional charge.

7. **Review.** Provide a beta project for review and comment. Adjust approach, if needed.
a. Guarantee of digital image, directory structure and technical metadata. The Vendor must be willing to guarantee the quality of digital images, technical metadata and directory structure.

b. The Vendor must agree to correct the products that are deemed unacceptable by SOCCCD due to Vendor errors, at no additional charge to SOCCCD and while adhering to the specified project timeline.

c. Additional quality control items include:
   
   (1) Text legibility, including the smallest significant characters;
   
   (2) Absence of darkened borders at page edges;
   
   (3) Characters reproduced at the same size as the original
   
   (4) Absence of wavy, distorted or smudged text.
   
   (5) Along with the requirements set forth above, the vendor shall exercise quality control according to the ANSI/AIIM MS44-1988(R1993), Recommended Practice for Quality Control of Image Scanners. The scanning system should be free of dust and other particles and the vendor should maintain calibration through all shifts of production.

8. **Storage Facilities and Security.** The prospective service provider must document in their proposal that they have a dry and secure facility in which to store documents. Release of any materials submitted or work product created or their duplicates to any third party not authorized in writing by the district to receive such materials is forbidden. The prospective service provider must also document that they have reliable procedures and secure storage capacity to ensure they can retain any electronic files created for a period of 30 days after creation, whereupon they must be deleted.

9. **Copying.** The selected service provider must be able to make hard copies of drawings. In some cases, multiple copies.

10. **Binding.** The selected service provider must be able to provide multiple binding options including: staple, edge bind and Chicago screw.

11. **Pickup and Delivery Services.** The district will specify its required turnaround time when a scanning order is placed, however, prospective service providers must be able to commit to provide overnight pickup and delivery of drawings and files between their own facilities and any district facility. Provide details regarding the arrangements you intend to have in place to meet this requirement. Commonly available standard overnight delivery services may be utilized to fulfill this requirement, but document the arrangements you intend to use in your proposal.

   a. Deliver three electronic copies of scanned records, one for each college and one for district services.
South Orange County Community College District  
315D - Request for Qualifications and Proposals- Scanning Services  
March 28, 2014

b. Restore document to their original state (including any stapled or paper-clipped pages) for storage.

c. Deliver plans to place of origin. Bag and label scanned originals.

12. **Facilities.** Prospective service providers are expected to have physical facilities in place within Orange County, CA to provide the full range of services. If a prospective service provider intends to provide services from other locales, please document the existence of the facilities, their locations, and describe the services you intend to provide from them.

13. **Schedule.** The Scanning Services effort is expected to begin no later than the last week of April 2014 and have a four month duration.

14. **Tasks.** The following are the expected tasks and deliverables associated with the Scanning Services effort:

1. **Task 1: Project Initiation**

   Meet with Saddleback College, Irvine Valley College and District Services department project team to develop and finalize a detailed work plan and schedule which at a minimum will establish schedules, clarify roles and responsibilities of both staff and consultant teams in accordance with Scanning Services terms and conditions and appropriate to meet the highest standard for the consultant’s practice.

2. **Task 2: Research and Analysis Phase**

   Review available background materials and any other relevant information relating to the project including, but not limited to:

   - Compare list of facilities with items available for scanning and identify missing documents.
   - Work with district staff to determine best approach for obtaining missing documents.
   - Determine with both colleges and the district if there is a need to prioritize facility scanning order and if so, identify which buildings will take priority.

3. **Task 3: Implementation**

   Based upon comments and information received through Task 2, implement work as defined by this RFQ & P and the Agreement.

   Deliverables:
   
   a) Three thumb drive copies of scanned documents for each facility
   
   b) Index
   
   c) Returned documents as noted in the RFQ & P

**INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS AND PROPOSALS**
Firms shall submit five hard copies and one electronic copy. Hard copies shall be formatted on standard 8 ½ x 11 white paper with each page clearly numbered on the bottom. Each section, 1 – 11 listed below, shall be tabbed. The original copy shall be marked “Original” and must be wet signed by person authorized to bind the firm.

“Qualifying firms must not be on the federal list of current companies or individuals that have been declared ineligible to receive Federal contracts due to a violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. Section 793; and/or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. Section 4212”.

All submittals shall be in the form and formatted as specified in this RFQ. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.

Statement of Qualifications and Proposals should minimally include the following information:

1. **Cover Letter.** A maximum one-page, dated Introductory Letter must be submitted including the date, legal name of the respondent, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of the firm.

2. **Table of Contents.** A Table of Contents of the material contained in the proposal should follow the Cover Letter.

3. **Executive Summary.** The Executive Summary should contain an outline of your general plan and a brief summary of approach and qualifications to engage in a professional relationship with South Orange County Community College District. (two page maximum)
   a. **Note:** Exhibit E, the Qualification Matrix, should be completed and placed in this section behind the executive summary. This form will be used as part of the review process.

4. **Experience.** Provide any professional registration, certifications and affiliations for the firm. Describe your experience with Scanning Services and more particularly community college projects. Include the scope of work performed within the last five years. Specify which Projects were performed by the personnel recommended for this Work. Provide contact names and phone numbers for each listed project. **Financial Standing** - Provide a current annual report or audited profit and loss statement and the amounts and carriers of both general and professional liability insurance.

   Evidence that the Firm is legally certified to conduct business in the State of California for the services offered and experience with college and university educational facilities and other institutional services.

   The Firm must have an acceptable history of working proactively to avoid litigation. Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years.
If the Firm utilizes resources from more than one office, indicate office locations and how work would be coordinated. (One page for summary and up to five additional to highlight project specific information if appropriate)

5. **Personnel.** This section of the proposal should establish the ability of the firm to satisfactorily perform the required services as demonstrated by its representation of staff availability. Information shall further specifically include:

a. Number of qualified staff

b. Identification of any services noted in the Agreement(s) not provided in-house

c. Identification of proposed sub consultants

d. All personnel assigned to District projects, employees, sub-consultants or subcontractors must:
   i. Possess the minimum qualification to perform the services provided
   ii. Have knowledge and understanding of major services and activities required to perform services provided
   iii. Have a minimum of three years of directly related experience
   iv. Have not entered into a subcontract with any Firms who are ineligible to perform work on a public works project pursuant to Labor Code 17777.1 or 17777.7

e. Include resumes of proposed personnel, including any proposed sub-consultants who would likely be assigned to manage the projects.

f. Firms must provide a statement that all proposed participants will meet or exceed the minimum qualifications specified herein

6. **Scope of Work.** The Scope of Work provided describes the expected effort of the consultant; however, the consultant may recommend refinements, suggestions or brief restatements of the scope of work in this section. (Three pages maximum)

7. **Services.** Define which services will be provided in-house and those for which you will hire consultants. Define the number of years you have worked with each consultant proposed as part of potential project teams. (One page maximum)

8. **Additional Data.** Provide additional information about the firm as it may relate to this RFQ & P. Indicate ongoing professional education of staff and total number of permanent employees. DVBE, Small business, small disadvantaged business, minority-owned firms, and small women-owned business participation level. Consortia of small businesses, minority-owned firms, and women’s business enterprises are encouraged, and subcontracts with small businesses, minority-owned firms, and women’s business enterprises are also encouraged. (Include as an appendix if desired)
9. **Fees.** Provide with your fees for requested work in a sealed envelope. Itemize the fee similarly to the breakouts found in the sample agreement. Proposers shall specifically include per page rates or other appropriate rates for full services in their proposal.

When providing costs, proposal shall include costs for all required overhead expenses including insurance. Travel cost from the Firm’s place of business including time, overhead and related expenditures shall be incorporated and are not to be identified as separate costs. Define approach to pick up and delivery costs. Firms are expected to perform services at the rate amount in the fee proposal regardless of the possibility that staff is drawn from a variety of office locations.

Fixed Fees provided in this submittal will be used as the basis for contract negotiations. Any increases must be approved in writing by the District prior to the performance of service. Agreements will be based on a lump sum basis.

No separate payment will be made for any other costs of performance or out of pocket expenses, including, without limitation, mileage or time required for dispatching personnel to District locations, subsistence, lodging, fuel charge, vehicle use, administrative charges, or other similar activities necessary for performance of the services.

Identify any constraints or assumptions that affect the proposed fee. Services that are not specifically included in RFQ exhibits may be provided as supplementary information. **Be thorough and specific as this will form the basis of any contract negotiations for services.**

10. **Client References.** This section of the proposal permits firms to demonstrate their ability and competence to satisfactorily perform the required services by using similar services recently completed for other clients. Information should be furnished for both the firm and any subconsultants included in the proposal and shall include:

   a. Project name, location and description
   b. Client contact name
   c. Telephone number
   d. Email address
   e. This section may also include letters of recommendation or testimonials

11. **Agreement Review.** Review and comment on any proposed modifications to the attached draft Agreement. Recommend additional work scope if appropriate to allow for improved outcome for the District.

12. **Certification.** Complete, provide authorized signature, and date the CERTIFICATION - REQUEST FOR QUALIFICATION & PROPOSALS enclosed with this RFQ & P

Responses to the RFQ & P should be complete and be prepared to provide an insightful, straightforward, and **concise** overview of the capabilities of your company. **Deviation from the defined content, order and format prescribed in this RFQ & P may result a non-responsive evaluation.**
Submittals received after the due date and time will not be considered or reviewed. The emphasis of your submittal should be on completeness and clarity of content.

The District reserves the right to waive any immaterial deviation in a submittal. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Firm from full compliance with all requirements if awarded an Agreement.

The sample standard Agreement (Exhibit B) is not to be included with the Firm’s submittal.

BASIS OF AWARD

The selection of the Scanning Services will be a three-stage process.

1. The first stage will be based on analysis principally focusing on specific experience and qualifications.

2. The second stage will include short-listed firm invited for a preliminary production test:
   a. As part of the final selection process, SOCCCD will require those bidders selected for the second round to participate in a preliminary production test of three (3) objects. This test will include providing a description of its process, in addition to scanning and metadata encoding. All costs associated with the sample test will be borne by the Vendor.
   b. On April 25, 2014, SOCCCD will ship three pieces, which represent a cross section of the materials with accompanying instructions to each short listed Vendor. Shipment will occur in the manner proposed for the project. Vendors will receive material of similar types.
   c. The three pieces will be samples that are representative of the range of document attributes (text, line art, half tones, handwriting, colored graphics and photographic tonality) typical of the material to be scanned. In addition, it will include an electronic spreadsheet of metadata for each Vendor to embed in the file header.
   d. This test will be used to evaluate the Vendors capability to:
      i. Scan and generate high-quality and properly formatted files.
      ii. Maintain a proper correspondence between pieces in a multi piece object, such as the pages in a specification section.
      iii. Adhere to the directory structure; file naming, Tiff header information and indexing conventions identified by SOCCCD.
      iv. Inspect and store output files on flash drives.
   e. At the conclusion of the second stage, scanning services will be selected on the basis of criteria regarding qualifications, experience, demonstrated competence as well as the
best interests of the District as determined by the committee, including consideration of fair and reasonable pricing.

3. The third and final stage is successful contract negotiations.

   District staff will engage in contract negotiations with selected firm. If negotiations with the first team selected are unsuccessful, negotiations will commence with the second team and so on until an agreement has been successfully negotiated or SOCCCD rejects all proposals.

   **Note: By virtue of submission, the proposing firm declares that all information provided in the Statement of Qualifications is true and correct.**

**MISCELLANEOUS**

1. General information about SOCCCD may be found at [http://www.socccd.edu](http://www.socccd.edu). Recent projects are listed at the “Bids” tab.

2. All submittals shall remain active and valid for ninety days following closing date for receipt. The District reserves the right to negotiate the scope and cost of any submittal.

3. Selection may be made solely on the basis of the submittal review or the selection committee may deem it necessary to interview applicants as part of the selection process.

4. The proceedings of the selection committee are confidential. Members are not to be contacted by the proposers. All communication between proposers and the District shall be through the contact information provided above for submitting RFQ & P materials.

5. All materials, except financial information, submitted in response to this RFQ & P shall become the property of SOCCCD and shall be considered a part of Public Record. The District reserves the option to retain or dispose of all submittals whether selected or rejected.

6. Only written changes to the RFQ & P will be valid. Verbal representations will not be binding on either party. Proposers are responsible to monitor the district bid page for addenda information.

7. SOCCCD reserves the right to reject any or all responses to this RFQ & P. Any and all costs incurred in preparing and submitting a response to this RFQ & P is the sole responsibility of the proposer. This request does not constitute an offer of employment or a contract for services.

**QUESTIONS FROM POTENTIAL RESPONDENTS**

Questions regarding this RFQ & P may be directed to Brandye D’Lena, at (949) 582-4678 or via email at bdlena@socccd.edu.

The District may modify the RFQ & P prior to the deadline for submittals by issuance of an electronic addendum on the district bid website. Firms/Individuals (Firm) may confirm an interest in providing a submittal by emailing. Acknowledging Firms will receive response email with addenda information if any is provided.

**Specific Inclusions**
1. Exhibit A: Certification – Request for Qualifications and Proposals
2. Exhibit B: Sample Agreement for Scanning Services.
3. Exhibit C: College Building Inventory
4. Exhibit D: Sample Invoice for monthly billings
5. Exhibit E: Scanning Services – Qualification Matrix

Proposals shall be received up to but not later than 2:00 p.m., on the date listed in the schedule.
CERTIFICATION - REQUEST FOR QUALIFICATIONS & PROPOSALS

CERTIFICATION - REQUEST FOR QUALIFICATIONS

The undersigned hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, insurance, and incidentals necessary to provide quality services pertaining to this solicitation in accordance with the terms and conditions of the RFQ & P; declares that the only persons or parties interested in this submittal as principals are those named herein; that this submittal is made without collusion with any other person, firm or corporation; that the undersigned will contract with SOCCCD to provide these services to the District in the manner prescribed herein.

I certify that I have read the attached Request for Qualifications – Scanning Services and the instructions for submitting an RFQ & P. I further certify that I am authorized to bind the Firm noted in this submittal contractually, know that I must provide seven hard copies and one electronic copy of the Firm’s submittal in response to this request and that I am authorized to commit the Firm to the submittal.

I acknowledge the following addenda(s) ______________________

__________________________________________  __________________________________________
Signature                                           Typed or Printed Name

__________________________________________  __________________________________________
Title                                               Phone

__________________________________________  __________________________________________
Address                                             Email

Provide Seal here, if Corporation
SAMPLE AGREEMENT: SCANNING SERVICES, SOCCCD

This AGREEMENT is made and entered into this XXth day of Month in the year 2014 between South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Firm Name, Street, City, CA, zip, phone xxx-xxx-xxxx hereinafter referred to as "CONSULTANT";

WHEREAS, DISTRICT desires to obtain Scanning Services, hereinafter referred to as "PROJECT";

and;

WHEREAS, CONSULTANT is fully licensed as required by the State of California, experienced and competent to provide CONSULTANT services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - CONSULTANT’S SERVICES AND RESPONSIBILITIES

1.1. **Basic Services.** The CONSULTANT’s services shall consist of those services performed by the CONSULTANT and CONSULTANT’s employees as enumerated in this AGREEMENT.

1.2. **Standard of Care.** The CONSULTANT’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT the terms hereof and applicable law, code, rule or regulations. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.

1.3. **Key Individual Assignment.** The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. CONSULTANT assignment for this PROJECT is for one Project Manager. The CONSULTANT shall designate Name, as Project Manager. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT’s firm that will be associated with the PROJECT.

1.4. **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume’ and/or interview. A project manager and all lead or key personnel must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.

1.5. **Relationship of CONSULTANT to Other Project Participants.** CONSULTANT’s services hereunder shall be provided in conjunction with agreements between the DISTRICT and others providing services. CONSULTANT shall coordinate all work with DISTRICT CONSULTANTs as necessary to complete contract requirements.
1.6. **Acceptance of Project Schedule.** The CONSULTANT shall accept the DISTRICT’s project schedule for the performance of the CONSULTANT’s services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.

**ARTICLE 2 - SCOPE OF CONSULTANT’S SERVICES**

2.1. **Work Plan.** Work with SOCCCD to finalize project requirements
   a. Identify and obtain all necessary source documents:
      1. Develop a list of all plans and specifications available in the archives at each campus and at the district offices which will be made available for immediate scanning.
      2. Develop a list of all buildings not available in the archives.
      3. Develop and implement a plan with district assistance to obtain missing documents from the Division of the State Architect

2.2. **Pick Up.** Pick up plans and specifications that are to be scanned.

2.3. **Document Preparation.** Perform all activities required to make source documents ready for scanning, optical character recognition (OCR) processing and indexing.
   a. In cases where documents are damaged, services will include repair and preparation for scanning.
   b. Sort existing records to ensure removal of duplicate or multiple copies of same project information. Also remove preliminary, proposed, progress or construction sets in favor of the As Build or Record set. It is likely that each building will have multiple projects i.e. original construction, renovation, additions. Ensure that sorting does not delete separate project information.

2.4. **Configuration.** Perform initial set up or configuration.
   a. Document size varies. Existing plans will be provided in numerous odd sized pages

2.5. **Search Capabilities.** Document conversion to searchable Portable Document Format (PDF) to permit viewing without CAD. Scanned images will be processed using OCR to make document text elements searchable in the final PDF documents.
   a. Ensure the natural order of each set of plans is maintained.
   b. Ensure consistent file naming throughout project
      1. Plan to include five indexes. These shall align with plan set index including reference to building, project year, project name, sheet number and trade and sheet title. Vendor will work with SOCCCD to ensure indexing maximizes search capabilities.
      2. Ensure best possible search and retrieval options
2.6. **Quality Control.** Ensure scanning technologies provide best available image capture with consistent results.

   a. Large Format

      1. Use multi camera scanner or other technology to prevent image distortion on the perimeter of drawings and to ensure proper scale if imported or converted into CAD.

      2. Scan anything over 11 x 17 using a minimum of 200 dots per inch (dpi).

      3. Repair torn and frayed records to permit scanning.

      4. Manually review all files prior to electronic storage to determine if de-speckling or de-skewing is needed or to determine if a different DPI is required to obtain identified quality level.

      5. Orientate all images so images open orientated correctly, no rotation required.

      6. Electronically invert white line drawing with black backgrounds to black line drawings with white background.

      7. Include capability to import scanned drawings to CAD.

      8. No special software must be needed for viewing or editing completed scanned work.

   b. 8 ½ x 11, Specification Format

      1. Prepare all files to be scanned by removing all paperclips, staples and fasteners.

      2. Orientate all images so images open orientated correctly, no rotation required.

      3. Scan at a minimum of 200 dpi resolution as a standard, greater if required to insure an acceptable image.

      4. Repair torn and frayed records to permit scanning.

         i. All files must be manually viewed prior to electronic storage to determine if de-speckling, de-skewing, rotating, cropping or other image enhancement is needed or if rescanning at different DPI is required. If needed, said work shall be completed at no additional charge.

         ii. Run Kodak “Perfect Page” and “I Threshold” or Kofax cleanup / digital enhancement or image improvement software on each image to maximize clarity and suppress background.

      5. Storage of all scanned records must be Searchable PDF with a minimum of 2 optical character recognition software programs used.

      6. Produce 3 copies of the completed digital media (Flash drives, external hard drives or DVD).
7. No special or proprietary software needed for viewing or retrieval of completed scanned work. Scanned information is required to work on both Apple and Windows operating systems with no additional software required.

8. Quotes must be all inclusive of all stated requirements at no additional charge.

2.7. **Review.** Provide a beta project for review and comment. Adjust approach, if needed.

a. Guarantee of digital image, directory structure and technical metadata. The Vendor must be willing to guarantee the quality of digital images, technical metadata and directory structure.

b. The Vendor must agree to correct the products that are deemed unacceptable by SOCCCD due to Vendor errors, at no additional charge to SOCCCD and while adhering to the specified project timeline.

c. Additional quality control items include:

1. Text legibility, including the smallest significant characters;
2. Absence of darkened borders at page edges;
3. Characters reproduced at the same size as the original
4. Absence of wavy, distorted or smudged text.
5. Along with the requirements set forth above, the vendor shall exercise quality control according to the ANSI/AIIM MS44-1988(R1993), Recommended Practice for Quality Control of Image Scanners. The scanning system should be free of dust and other particles and the vendor should maintain calibration through all shifts of production.

2.8. **Storage Facilities and Security.** The prospective service provider must document in their proposal that they have a dry and secure facility in which to store documents. Release of any materials submitted or work product created or their duplicates to any third party not authorized in writing by the district to receive such materials is forbidden. The prospective service provider must also document that they have reliable procedures and secure storage capacity to ensure they can retain any electronic files created for a period of 30 days after creation, whereupon they must be deleted.

2.9. **Copying.** The selected service provider must be able to make hard copies of drawings. In some cases, multiple copies.

2.10. **Binding.** The selected service provider must be able to provide multiple binding options including: staple, edge bind and Chicago screw.

2.11. **Pickup and Delivery Services.** The district will specify its required turnaround time when a scanning order is placed, however, prospective service providers must be able to commit to provide overnight pickup and delivery of drawings and files between their own facilities and any district facility. Provide details regarding the arrangements you intend to have in place to meet
this requirement. Commonly available standard overnight delivery services may be utilized to fulfill this requirement, but document the arrangements you intend to use in your proposal.

a. Deliver three electronic copies of scanned records, one for each college and one for district services.

b. Restore document to their original state (including any stapled or paper-clipped pages) for storage.

c. Deliver plans to place of origin. Bag and label scanned originals.

2.12. **Facilities.** Prospective service providers are expected to have physical facilities in place within Orange County, CA to provide the full range of services. If a prospective service provider intends to provide services from other locales, please document the existence of the facilities, their locations, and describe the services you intend to provide from them.

2.13. **Schedule.** The Scanning Services effort is expected to begin no later than the last week of April 2014 and have four months duration.

2.14. **Tasks.** The following are the expected tasks and deliverables associated with the Scanning Services effort:

a. **Task 1: Project Initiation**

   1. Meet with Saddleback College, Irvine Valley College and District Services department project team to develop and finalize a detailed work plan and schedule which at a minimum will establish schedules, clarify roles and responsibilities of both staff and consultant teams in accordance with Scanning Services terms and conditions and appropriate to meet the highest standard for the consultant’s practice.

b. **Task 2: Research and Analysis Phase**

   1. Review available background materials and any other relevant information relating to the project including, but not limited to:

      i. Compare list of facilities with items available for scanning and identify missing documents.

      ii. Work with district staff to determine best approach for obtaining missing documents.

      iii. Determine with both colleges and the district if there is a need to prioritize facility scanning order and if so, identify which buildings will take priority.

c. **Task 3: Implementation**

   1. Based upon comments and information received through Task 2, implement work as defined by this RFQ & P and the Agreement.

   2. Deliverables:
i. Three thumb drive copies of scanned documents for each facility

ii. Index

iii. Returned documents as noted in the RFQ & P.

2.15. **Materials.** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

2.16. **Standard of Care.** CONSULTANT’s services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession

ARTICLE 3 - ADDITIONAL CONSULTANT SERVICES

3.1. The CONSULTANT shall be given additional compensation for the services described in Article 3.

3.2. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT’s control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached rates. Such services shall include:

   a. **Material PROJECT Scope Changes.** Services required or necessary as a result of significant changes in the PROJECT scope or other requirements of the PROJECT, including PROJECT size, quality, or complexity or material changes to the schedule

   b. **Damage or Destruction to PROJECT.** Except to the extent caused by the CONSULTANT, services and consultation associated or necessitated by damage or destruction to the PROJECT prior to completion by an act of God, fire or other casualty

3.3. Compensation for Additional Services. If the duration of CONSULTANT services is extended, due to the DISTRICT’s need for Additional Services, the CONSULTANT shall be entitled to additional compensation as set forth in Exhibit A. Escalation may be applied to services performed beyond the duration of the original Agreement at a rate negotiated between the DISTRICT and CONSULTANT. The CONSULTANT shall provide a written request for such escalation with analysis of anticipated resource expenditure to the DISTRICT in a format pre-approved by the DISTRICT.

ARTICLE 4 – TERM OF SERVICES

4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party’s obligations under this AGREEMENT, including without limitation CONSULTANT’s performance of the service required hereunder and DISTRICT’s payment of all sums due to CONSULTANT.

4.2. **Term.** Services under this AGREEMENT shall be diligently performed by the CONSULTANT for 4 months. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions.
4.3. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the billing rates as provided in Exhibit “A”.

4.4. **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time, without penalty, by written notice to CONSULTANT of such suspension.

ARTICLE 5 – INDEMNITY AND INSURANCE

5.1. **CONSULTANT Indemnity of District.** CONSULTANT shall indemnify, defend and hold harmless the Indemnified Parties from all claims, demands, liabilities, actions and causes of action arising out of this AGREEMENT, including without limitation, claims for bodily injury, death, physical property damage and demands, losses, liabilities or other claims arising out of CONSULTANT’s services hereunder or the negligent, willful acts omissions. The Indemnified Parties are: the DISTRICT, the DISTRICT’s Board of Trustees and each individual member thereof and the employees, officers, agents and representatives of the DISTRICT. The CONSULTANT’s obligations hereunder shall survive termination of this AGREEMENT and the completion of obligations hereunder, until barred by the applicable statute of limitations.

5.2. **Hold Harmless.** To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold DISTRICT, and its board of Trustees, officers, employees and agents, entirely harmless from all liability arising out of:

   a. **Workers Comp Claims.** Any and all claims under workers’ compensation acts and other employee benefit acts with respect to CONSULTANT’s employees or his/her subcontractor’s employees arising out of CONSULTANT’s work under this AGREEMENT including a waiver of subrogation; and

   b. **CONSULTANT Negligence.** Any and all claims for damages costs and/or charges caused by CONSULTANT’s negligent acts, errors and/or omissions, recklessness or willful misconduct in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions, recklessness or willful misconduct of CONSULTANT’s CONSULTANTs, employees or agents in the performance of their obligations under this AGREEMENT. The coverage of such indemnification shall include, without limitation attorneys’ fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of CONSULTANT’s performance and shall survive the expiration or termination of this AGREEMENT until such time as any matter covered by such indemnity is barred by the applicable statute of limitations.

   c. **Reimbursement for Defense.** Regarding the defense of any claim embraced by CONSULTANT’s indemnity, each indemnitee shall control its own defense and at the time of claim resolution CONSULTANT will reimburse the indemmites for all costs reasonable and appropriately incurred in this regard to the extent of any fault by or attributable to CONSULTANT’s negligence and to the extent covered by CONSULTANT’s liability insurance.
5.3. **CONSULTANT shall purchase and maintain insurance** with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT’s actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. **Workers’ Compensation and Employers Liability Insurance.** CONSULTANT shall purchase and maintain Workers’ Compensation Insurance covering claims under workers’ or workmen’s compensation, disability benefit and other similar employee benefit acts under which CONSULTANT may be liable. CONSULTANT shall purchase and maintain Employer’s Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee’s employment by CONSULTANT. The Employer’s Liability Insurance required of CONSULTANT hereunder may be obtained by CONSULTANT as a separate policy of insurance or as an additional coverage under the Worker’s Compensation Insurance required to be obtained and maintained by CONSULTANT hereunder.

b. **Comprehensive general and auto liability.** CONSULTANT shall purchase and maintain Commercial General Liability and Property Insurance as will protect CONSULTANT from the types of claims set forth below which may arise out of or result from CONSULTANT’s services under this AGREEMENT and for which CONSULTANT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CONSULTANT’s employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to CONSULTANT’s obligations under this AGREEMENT; and (vi) for completed operations.

CONSULTANT shall purchase and maintain comprehensive general and auto liability insurance with limits of **not less than 1,000,000 combined single limit**, bodily injury and property damage liability per occurrence, including:

1. owned non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. **personal injury.**

c. **Additional Insured.** Each policy of insurance required in (b) above shall name DISTRICT, District Board of Trustees, District officers, District agents, District employees, and District Contractors as additional insureds and shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance stated in (a) and (b) above shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy.

5.4. **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

5.5. **Prior to commencing work,** CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

5.6. **DISTRICT Indemnity of CONSULTANT.** The DISTRICT shall indemnify, defend and hold harmless CONSULTANT from all claims arising out of this AGREEMENT, including without limitation, claims for bodily injury (including death) and physical property damage which arise out of the negligent or willful acts, work of the omissions. The DISTRICT shall cause the Vendor to indemnify CONSULTANT to the same extent as the DISTRICT is indemnified and to have the CONSULTANT named as an additional insured on all policies associated with the PROJECT.

5.7. **Coverage Amounts**

<table>
<thead>
<tr>
<th>Insurance Policy</th>
<th>Minimum coverage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>In accordance with applicable law</td>
</tr>
<tr>
<td>Comprehensive General and Auto Liability</td>
<td>One Million dollars ($1,000,000)</td>
</tr>
</tbody>
</table>

**ARTICLE 6 - COMPENSATION TO THE CONSULTANT**

The DISTRICT shall compensate the CONSULTANT as follows:
6.1. **Contract Price for Basic Services.** The Contract Price for the CONSULTANT’s performance of the Basic Services under this AGREEMENT shall consist of the following lump sum prices:

<table>
<thead>
<tr>
<th>Task</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Task 1</td>
<td>$xxx,xxx</td>
</tr>
<tr>
<td>(b) Task 2</td>
<td>$xxx,xxx</td>
</tr>
<tr>
<td>(c) Task 3</td>
<td>$xxx,xxx</td>
</tr>
<tr>
<td>(e) Reimbursable Cost</td>
<td>$xxx,xxx</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$xxx,xxx</strong></td>
</tr>
</tbody>
</table>

6.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Basic Services, except for Allowable Reimbursable Expenses described in this AGREEMENT. At no time shall meals be considered a reimbursable expense. The items and services identified in Exhibit “B” are services included in the CONSULTANT’s compensation for Basic Services as set forth in Article 2.

6.3. **CONSULTANT Monthly Billing Statements.** CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Basic Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT.

6.4. **DISTRICT Payment of Contract Price.** Within thirty (30) days of the date of the District’s receipt of CONSULTANT’s billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses.

6.5. **Withholding Payment.** The DISTRICT may withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this AGREEMENT, with the amounts withheld or deducted being released after CONSULTANT has fully cured it failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.

6.6. **Payment in Full.** This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.
6.7. **Monthly Payments.** Payments for CONSULTANT services shall be made monthly on the basis set forth in paragraph 1. 100% payment will be made upon DISTRICT acceptance of each task.

6.8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.

6.9. **Schedule Delay.** To the extent that the time initially established for the completion of CONSULTANT's services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time may be computed as follows: at standard rates. See Exhibit A or as a fixed fee.

6.10. **Reimbursable Expenses** incurred by the CONSULTANT and CONSULTANT's employees and CONSULTANTs in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT’s review. The District shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.

   a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and CONSULTANTs in the interest of the PROJECT.

   b. Reimbursable expenses shall be expenses in connection with authorized out-of-town travel. CONSULTANT's normal travel expense (including to and from the PROJECT) and meals are excluded.

**ARTICLE 7 – CONSULTANT’S WORK PRODUCT**

7.1. **District Ownership of Work.** The work prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT. Such work supplied as herein required shall be the property of the DISTRICT whether or not the services for which work was made is executed. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the work product prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.

7.2. **Documentation.** The CONSULTANT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT and CONSULTANT during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CONSULTANT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Vendor upon request.
7.3. **Electronic Copy of Documents.** The CONSULTANT shall perform the work under this AGREEMENT and shall deliver electronic copy of all reports and documentation via CD, DVD or thumb drive in PDF format upon completion of each of the tasks. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.

7.4. **Copyright/Trademark/Patent.** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

**ARTICLE 8 – TERMINATION**

8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Thirty (30) day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

8.2. **Termination for Cause.** DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another Vendor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

8.3. **Termination by Either Party.** This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the CONSULTANT. This AGREEMENT may be terminated by either party upon not less than 7 days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
8.4. **Suspension of PROJECT.** The District may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CONSULTANT not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT's services.

8.5. **Abandonment of PROJECT.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.

8.6. **Non Payment.** The DISTRICT's failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.
   a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
   b. Unless payment in full is received by the CONSULTANT within 7 days of the date of the notice, the suspension shall take effect without further notice.
   c. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.

8.7. **CONSULTANT Compensation.** The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to notice of termination.

8.8. **Liability for District Damages.** In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT's failure to perform as provided in the AGREEMENT.

**ARTICLE 9 – DISPUTES, MEDIATION AND ARBITRATION**

9.1 **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue to diligently perform and provide services hereunder until
completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind this AGREEMENT nor stop the progress of the work.

9.2 **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.

### ARTICLE 10 - DISTRICT’S RESPONSIBILITIES

10.1. **District Provided Information.** The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT’s objectives, schedule, constraints and criteria.

10.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT’s behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT.

10.3. **District Notification.** The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT. However, the DISTRICT’s failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder.

### ARTICLE 11 - MISCELLANEOUS

11.1. **Affirmative Action.** CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

11.2. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’s general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT’s business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

11.3. **CONSULTANT Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONSULTANT, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.

11.4. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at
law or inequity. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

11.5. **Employment with Public Agency.** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.

11.6. **Full Force of Remaining Contract.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

11.7. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.

11.8. **Independent Contractor.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

11.9. **Marginal Headings; Captions.** The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.

11.10. **Non-Assignment.** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and/or control of CONSULTANT firm shall be
deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.

11.11. **Permits/Licenses.** CONSULTANT and all CONSULTANT’s employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

11.12. **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

11.13. **Communications** between the parties shall be sent to the following addresses:

<table>
<thead>
<tr>
<th>SOCCCD</th>
<th>CONSULTANT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brandye D’Lena</td>
<td>Point of Contact</td>
</tr>
<tr>
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<td>Company Name</td>
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<td>Community College</td>
<td>Address</td>
</tr>
<tr>
<td>District</td>
<td>City, State, Zip</td>
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<tr>
<td>28000 Marguerite</td>
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<tr>
<td>Parkway</td>
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<tr>
<td>Mission Viejo, CA 92692</td>
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11.14. **Entire Agreement/Amendment.** This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

11.15. **Binding Agreement.** The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

11.16. This AGREEMENT entered into as of the day and year first written above.

DISTRICT
South Orange County Community College District

CONSULTANT

Company Name

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services
EXHIBIT A

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The rates reflected below shall be effective by date of execution of this AGREEMENT.
## BUILDING INVENTORY

### Irvine Valley College

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<th>Last Addition</th>
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RFQ & P - Exhibit D

SAMPLE: TEMPLATE FOR MONTHLY INVOICE

Invoices for services shall be provided once per month and within 60 calendar days of performance of the services.

Invoice

Brandy D’Lena
Date: TBD

South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635

Project: SOCCCD
Scanning Services

Consultant TBD
Consultant Address
City / State / Zip code
Phone Number

Professional Services from Month/01/Year - Month/31/Year

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<th>Fee</th>
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Amendment 01

REVISED CONTRACT AMOUNT

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Reimbursable Expenses

List reimbursable items

Total Reimbursable rate at 1.1 times

TBD 1.1 TBD

TOTAL THIS INVOICE

______________
# SCANNING SERVICES – QUALIFICATION MATRIX

**Name of Services** Consultant RFQ & P - Qualification Matrix

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**NOTE:** Firm to validate quantities listed on this sheet with supporting documentation in appropriate proposal tab sections.

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