



TO THE STOCKTON UNIFIED SCHOOL DISTRICT
OF SAN JOAQUIN COUNTY

RFP No. 25.502
Copier Purchase/Lease and Maintenance Services

Stockton Unified School District
Purchasing Department
2141 Robindale Ave.
Stockton, CA 95205

Important: Read conditions and instructions carefully.
This RFP will be opened at 2:00 PM March 28, 2025

**REQUEST FOR PROPOSALS
COPIER PURCHASE/LEASE AND MAINTENANCE SERVICES
RFP # 25.502**

NOTICE OF REQUEST FOR PROPOSALS

The Stockton Unified School District ("District") is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to submit proposals for (1) District-wide solution for copier leasing or purchasing options, and/or (2) provide maintenance services for copiers District-wide.

Respondents to this Request for Proposals ("RFP") shall submit one (1) electronic copy of their proposal (PDF file format) with the subject "RFP No. 25.502 - [Respondent's Name]" to the following email: copierRFP@stocktonusd.net. Respondents can alternatively mail a hardcopy of their proposal to 2141 Robindale Ave. Stockton, CA 95205.

A mandatory pre-proposal meeting will be held on March 05, 2025, from 10:00 AM to 11:00 AM at 56 S. Lincoln Street, Stockton, CA 95203. Attendance at this meeting is required. **Respondents who fail to attend will be disqualified from consideration.**

All Proposals are due by 2:00 P.M., on March 28, 2025. Proposals received after this date and time will not be accepted and will be returned, unopened.

Each proposal must conform and be responsive to the requirements set forth in this RFP. The District reserves the right to waive any informalities or irregularities in received proposals. Further, the District reserves the right to reject any and all proposals and to negotiate contract terms with one or more Respondents for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a Respondent is responsive, responsible, and qualified. **RESPONDENT IS RESPONSIBLE FOR READING THE RFP IN ITS ENTIRETY.** No proposal shall be withdrawn for a period of sixty (60) days after submittal to the District.

Questions regarding this RFP must be submitted in writing to copierRFP@stocktonusd.net by **2:00 P.M. on March 17, 2025.** The District's response to questions received by this date will be posted on the District website <https://www.stocktonusd.net/> by **2:00 P.M. on March 21, 2025.**

Advertisement Dates: February 25, 2025; March 4, 2025.

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COPIER PURCHASE/LEASE AND MAINTENANCE SERVICES
RFP # 25.502**

I. RFP SCHEDULE

The District reserves the right to change the dates on the schedule without prior notice.

| DATE(S) | EVENT |
|------------------------------------|--|
| 2/25/2025, 3/4/2025 | Advertise RFP |
| 3/5/2025; 10:00 a.m. to 11:00 a.m. | Mandatory Pre-Proposal Meeting |
| 3/17/2025; 2:00 p.m. | Deadline to Submit Questions |
| 3/21/2025; 2:00 p.m. | District Posting of Responses to Questions |
| 3/28/2025; 2:00 p.m. | Deadline for Proposal Submission |
| 3/31-4/3/2025 | Proposal Evaluation Period |
| 4/8/2025 | Contract Award by the Board of Education |

II. INTRODUCTION

The Stockton Unified School District ("District") is seeking proposals from qualified persons, firms, partnerships, corporations, associations, or professional organizations to submit proposals for (1) developing a District-wide solution regarding leasing or purchasing (or elimination) options copiers, including assessment of District's current inventory of copiers located across various school sites and department offices, and/or (2) providing maintenance services for all copiers District-wide. This Request for Proposal ("RFP") aims to secure a contractor capable of delivering either or both scopes of services. The District's primary objectives are to ensure that all departments and school sites (1) have the most effective copier solution, and (2) receive timely service to those copiers to avoid any disruptions in daily operations.

Documents concerning the RFP are available on the District's Purchasing Department website at: <https://www.Stocktonusd.net/Domain/155>. District reserves the right to issue addendum concerning the RFP at any time. Any Addenda will also be posted on the District's Purchasing Department website.

I. SCOPE OF SERVICES

Respondents to this RFP must be capable of (1) developing a District-wide solution and options regarding copiers ("Copier Solution Services"), including assessment of District's current inventory of copiers, and/or (2) providing maintenance services ("Maintenance Services") for all copiers District-wide (collectively, and individually, may be referred to as "Services") that meet the District's requirements set forth in this RFP and the District's form of Independent Contractor Agreement ("Agreement") attached to this RFP as **Attachment "1"**. Respondent is responsible for reading this RFP and the Agreement in its entirety, and submitting a proposal to address either the Copier Solution Services or the Maintenance Services, or for both of the Services.

A. COPIER SOLUTION SERVICES

The District currently operates over 349 multi-function printers and copiers (please see "Attachment 2") located across more than 55 school sites and administrative offices within the City of Stockton. The aggregate volume of all current District-owned copiers is approximately 40,317,878 copies per year. Annual volume indicated is estimate only, based on the fiscal year July 1 through June 30 of each year. The District reserves the right to decrease or increase the quantity of copies made or the quantity of machines serviced during the course of the Agreement. Pricing shall remain unchanged irrespective of any said decreases or increases.

Respondents shall have been regularly engaged in the business of evaluating and maintaining copiers for at least five (5) years. Respondents shall specify whether they are a certified or authorized Canon or Ricoh manufacturer, dealer or provider, with appropriate proof of such certification or authorization.

For this scope of service, District seeks the Respondent to investigate and evaluate all of the District's current copier inventory, and assess each site's operations and volume to provide a detailed District-wide solution for the District's options relating to its copiers. District will consider any and all recommendations regarding information and solutions on leasing and/or purchasing copiers, amending any copier lease and purchase agreements, and eliminating any copiers at any sites. For this Copier Solution Services, District seeks an initial Agreement term for a period of three (3) years beginning July 1st, 2025 through June 30th 2028, with two (2), one (1)-year options to be exercised at the sole discretion of the District. The Agreement term may be amended or terminated depending on the time it takes for the eventual contractor to develop its solutions and implement the solution options.

B. MAINTENANCE SERVICES

For the Maintenance Services, the District is seeking an initial Agreement term for a period of three (3) years beginning July 1st, 2025 through June 30th 2028, with two (2), one (1)-year options to be exercised at the sole discretion of the District.

Respondents shall have been regularly engaged in the business of providing copier maintenance services for at least five (5) years. Respondents shall specify whether they are a certified or authorized Canon or Ricoh manufacturer, dealer or provider, and whether they can provide service technicians who are Canon or Ricoh certified technicians. If applicable, the Respondent must provide a duly authorized letter from Canon or Ricoh that identifies the Respondent as a factory-authorized service center.

Respondent's technicians must be certified/authorized with a large-scale copier management software such as PaperCut MF, large-scale copier management, Equitrac, Pharos, or PrinterLogic. Respondent shall possess all permits, licenses, and professional credentials necessary to supply product and perform services as specified under this RFP.

Respondent must furnish a minimum of six (6) service technicians. Any purchased copiers shall be covered under warranty for the length of the contract agreement.

Full-service maintenance to include copier relocations which may be requested by the District during the term of the Agreement, and all parts, labor, and supplies necessary for proper operation of the equipment (e.g. toner, developer, fuser oil, drums, staples), excluding paper, & any taxes applicable to the consumables provided.

Respondent shall schedule preventative maintenance ("PM") service calls in an effort to minimize work delays and copy problems. While scheduled PM will not be considered

downtime, the Respondent shall make every effort to schedule PM during low use periods.

All service maintenance is to be provided during normal District business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, holidays excluded.

Respondent's technicians must be certified/authorized users to service and maintain large-scale copier management software such as those listed above. The Respondent must provide the District with a large-scale copier management administrator(s) account so that the District can view and assist the Respondent with maintenance, if needed.

"Downtime" is defined as a problem with the copier, the resolution of which is beyond the ability of the key operator. Where copy quality is the sole basis for the service call, the copier shall be considered "down". A FOUR (4) HOUR MAXIMUM RESPONSE TIME TO "DOWNTIME" SERVICE CALLS IS REQUIRED. Note: a response time in excess of four (4) hours is unacceptable. A response to a request for service shall be considered as having been made when the service technician commences repair of the copier reported as "down".

If, over a three-month period, more than ten percent (10%) of responses to requests for service to down copiers exceeds the four (4) hour maximum response time, the District reserve the right to withhold (or assess) the Respondent the equivalent of twenty-five percent (25%) of the copy charges due for the quarter.

Whenever repairs cannot be completed within sixteen (16) working hours of response to the first service call, temporary replacement equipment of comparable production capability shall be provided. Such replacement is to be made within two (2) working days.

Key operator training must be provided as needed for all copiers under this contract. Such training is to be provided at no additional cost to the District. At a minimum, key operator training shall include the following:

- Equipment operation and minor diagnostic procedures
- Filling paper cassettes/drawers/trays
- Adding consumable supplies
- The correct use of all features/accessories provided with each model of copier

The Respondent shall provide ongoing telephone support regarding the use of equipment to District and Site staff. Respondent will provide a contact person at each site with telephone support and service support, as well as field service technicians.

Obtaining meter readings is the responsibility of the Respondent. The Respondent may call, fax, add electronic device or application to obtain these readings from each site.

The District will pay for the Maintenance Service made to District's copiers on a cost-per-copy basis under a maintenance agreement to be executed by the District and the successful Respondent upon the price and terms set forth herein. The price of the Maintenance Service Agreement shall be determined as follows:

- District shall estimate each sites annual copier usage and shall set forth such usage in a blanket purchase order to the successful Respondent within the first quarter of the annual contract fiscal year.
- The District will pay quarterly invoices referencing each site and/or purchase order amount due. Invoices should be submitted at the beginning of each new quarter.
- Each site's blanket purchase order shall reflect previous year's usage or projection of usage with the opportunity of change orders when usage increases or decreases within each fiscal year of the contract.

III. RFP TERMS AND CONDITIONS

A. ACCEPTANCE AND REJECTION OF PROPOSALS

The District retains the sole discretion to determine issues of compliance and whether a proposal is responsive, responsible, and qualified. The District reserves the right to waive any informalities or irregularities not governed by law. The District reserves the right to reject all proposals or to cancel this RFP.

B. LIMITATIONS

This RFP does not obligate the District to award a contract or accept or contract for the Services described in this RFP. The District makes no representation that participation in the RFP process will lead to an award of a contract or any other consideration, whatsoever. The award of a contract, if at all, is at the sole discretion of the District. The District reserves the right to contract with any person or entity responding to this RFP for all or any portion of the work described herein, to reject any proposal as non-responsive, and/or not to contract with any Respondent for the Services described herein. If the Respondent with the highest-scoring proposal does not agree to enter into a contract with the District, the District retains the right to negotiate with any other Respondent to this RFP. The District reserves the right to contract with any firm not participating in this process.

The District shall in no event be responsible for the cost of preparing or submitting a response to this RFP, including any supporting materials or participation in interviews.

Proposals, and any other supporting materials provided to the District in response to this RFP, will not be returned and will become the property of the District, unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents will be deemed insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, submissions shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an agreement; or (2) the District has rejected all submissions. Furthermore, the District shall have no liability to the Respondent or other party as a result of any public disclosure of any proposal.

C. FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE") Small Local Business Enterprises ("SLBE") and Small Emerging Local Business Enterprises ("SELBE") shall be afforded full opportunity to submit Proposals in response to this RFP. No Respondent will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition, or disability in any consideration leading to the award of the contract.

D. RESTRICTIONS ON LOBBYING AND CONTACTS

For the period beginning on the date this RFP is issued and ending on the date a contract is awarded, no person, or entity responding to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract(s) with any member of the District's Board of Education ("Board"), selection committee members, or any member of the Citizens' Oversight

Committee (if applicable), or with any employee of the District except for the individual designated to receive written clarifications and questions as described in this RFP. Any such prohibited contact shall be grounds for the disqualification of the Respondent.

E. INVESTIGATIONS AND CLARIFICATIONS

The District reserves the right to investigate and rely upon information from any other available sources in addition to and beyond any documents or information submitted in response to this RFP. The District reserves the right to request, at its sole discretion, that one or more of the Respondents provide clarifications or supply additional material deemed necessary to assist in the evaluation of proposals, and to modify or alter any of the requirements herein.

II. PROPOSAL REQUIREMENTS

Proposals must conform and be responsive to the requirements set forth in this RFP.

Any erasure, interlineations, or other corrections in the proposal must each clearly and conspicuously authenticated by signing in the margin immediately opposite the correction the name of the person signing the proposal.

Submission of a proposal shall be deemed a representation and certification by the Respondent that they:

- Have carefully read and fully understand the information that was provided by the District to serve as the basis for submission of their proposal.
- Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- Represent that all information contained in their proposal is true and correct.
- Did not, in any way collude; conspires to agree, directly or indirectly, with any person, firm, corporation or other Respondent regarding the amount, terms or conditions of their proposal.
- Acknowledge that the District has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the Respondent, and Respondent hereby grants the District permission to make these inquiries, and to provide any and all related documentation in a timely manner.

A. SUBMISSION AND FORMAT

All Proposals are due by **March 28, 2025 at 2:00 P.M.** Proposals and any other submittals shall be submitted as a single PDF file and emailed with the subject "RFP No. 25.502 - [Respondent's Name]" to copierRFP@stocktonusd.net. Respondents can alternatively mail a hardcopy of their proposal to 2141 Robindale Ave. Stockton, CA 95205. Proposals received after this date and time will not be accepted and will be returned, unopened.

Proposals shall be in 12-point Times New Roman font and no longer than 30 pages in length.

Questions regarding this RFP must be submitted in writing to copierRFP@stocktonusd.net by **2:00 P.M. on March 17, 2025**. The District's response to questions received by this date will be posted on the District website <https://www.stocktonusd.net/> by 2:00 P.M. on March 21, 2024.

B. PROPOSAL CONTENT

Please organize the proposal into sections, and in the order, as described below. IT IS THE RESPONDENT'S RESPONSIBILITY TO ENSURE THAT EACH SECTION CONTAINS THE INFORMATION REQUESTED. THE DISTRICT HAS THE SOLE DISCRETION TO REJECT ANY PROPOSAL WHICH DOES NOT INCLUDE ALL REQUIRED COMPONENTS AND INFORMATION, AND SUCH PROPOSAL(S) WILL BE DISQUALIFIED AND REMOVED FROM THE EVALUATION PROCESS FOR BEING NOT RESPONSIVE. DISTRICT ALSO HAS THE SOLE DISCRETION TO WAIVE ANY INCONSISTENCIES AND NON-COMPLIANCE, AND SUCH PROPOSAL(S) MAY BE CONSIDERED SUBSTANTIALLY RESPONSIVE FOR EVALUATION PURPOSES DETERMINED SOLELY BY THE DISTRICT. The content of each section should specifically focus on demonstrating qualifications for the Services sought by this RFP and the project (if applicable).

1. COVER LETTER/INTRODUCTION

A letter of introduction, no longer than two (2) pages, signed by an authorized officer of the Respondent. If the Respondent is a joint venture, duplicate the signature block and have a principal or officer sign on behalf of each party to the joint venture. The letter shall include the following elements. **Failure to include all the following items in the Cover Letter can result in a finding of non-responsiveness, and lead to automatic disqualification of the proposal.**

1. Respondent's legal name, and fictitious name (if applicable).
2. Address, include branch office, and point of contact.
3. Telephone number.
4. Fax number (if applicable).
5. Email address.
6. Identification of key team members.
7. Identification of the individual(s) authorized to speak for Respondent during the evaluation process.
8. Include a brief description of why your firm is well suited for, and can meet, the District's needs.
9. One of the following statements as applicable:

"[RESPONDENT'S NAME] received a copy of the District's form of Independent Contractor Agreement ("Agreement") attached to the RFP. [RESPONDENT'S NAME] has reviewed the indemnity provisions and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has no objections to these provisions, or to the use of the Agreement."

OR

"[RESPONDENT'S NAME] received a copy of the District's form of Independent Contractor Agreement ("Agreement") attached to the RFP. [RESPONDENT'S NAME] has reviewed the indemnity provisions and

insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has objections to the use of this Agreement, listed in detail in the Appendix to this Proposal."

Any objections and proposed changes to the Agreement may be the subject of inquiry during the evaluation process and may be considered waived if not raised in the Respondent's proposal.

10. Certification that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
11. Statement that Respondent acknowledges and confirms that it will be willing and able to perform all of the Services described in this RFP.

2. PROPOSED PROJECT TEAM AND EXPERIENCE

Failure to include all the following items can result in a finding of non-responsiveness, and lead to automatic disqualification of the proposal.

1. Include an organizational chart. The chart must identify all proposed members and their roles.
2. Describe the proposed team to deliver Services, including lead professional responsible and key personnel and any subconsultants or subcontractors. Provide resumes for up to six (6) key personnel and subconsultants or subcontractors and explain how each will contribute to delivering the Services and meeting the District's needs.
3. Demonstrate how the proposed team will communicate, collaborate, and work together and with the District.
4. Summarize Respondent's experience as relevant to the Services sought. Emphasize similar services performed for other public school districts.
5. The District expects that the key members of the proposed team will deliver the Services through the proposed term of an awarded contract. If a key member must leave, the District reserves the right to approve that team member's replacement.

3. APPROACH AND METHOD

Please describe Respondent's approach and methods in delivering the Services and meeting the District's requirements and needs. This may also include aspects such as customer service, safety, and any unique offerings or benefits that will be available to District if selected.

Please ensure that the following questions are addressed:

- Is there a web base portal for logging service requests, track progress or services and consumables when requested by individual locations and departments?
- Is there additional software offered to track copier usage?
- Do your service technicians install, maintain, and trouble shoot large-scale copier management software?

- Provide the number of services technicians presently employed by your company and the number of copiers your office is maintaining
- Company's average response to "down" copiers.
- How are service calls processed, and how are repairs tracked.
- Describe how your organization initiates preventive maintenance.
- Do you warehouse copiers, parts, and consumables?
- How do you handle emergency deliveries and supplies?

4. RELEVANT EXPERIENCE AND REFERENCES

Provide a list of Respondent's experience in delivering services similar to the Services requested in this RFP to California public school districts or other relevant public entities within the past ten (10) years. References may be contacted to attest to the Respondent's ability to perform the Services. Include the below information for each reference. **Failure to include all the following information from the past 10 years can result in a finding of non-responsiveness, and lead to automatic disqualification of the proposal.**

- Client name and location;
- Contact Name, title, phone number, and email address;
- Description of services performed; and
- Start and completion date.

5. FEE PROPOSAL

Include a proposed itemized budget and budget narrative including the following elements. **Failure to include all the following items in the Fee Proposal can result in a finding of non-responsiveness, and lead to automatic disqualification of the proposal.**

1. The District is seeking a total not to exceed rate for the Services. The District is seeking blended rates for both mono, also known as black, and colored impressions. The District has listed all locations of current copiers known at time of RFP. Sites shall be added and subtracted as schools and departments change locations during contract period. **Attachment "2"** includes information on our copier fleet models, locations and usage as of the beginning of the school to dates listed.
2. Provide cost-benefit analysis of leasing versus purchasing the copiers over a five (5)-year period. This analysis should include maintenance and service costs and conclude with a recommendation on whether the District should pursue a lease or purchase arrangement. If purchasing is the Respondent's recommendation, all copiers shall be covered under warranty for the length of the Agreement.
3. Include maintenance costs and standard accessories provided with the copiers.
4. Proposed total not to exceed fee for each Service, or both Services combined. This must be clearly reflected in the proposed budget.
5. Any and all transportation/handling costs are to be included in the total not to exceed fee.
6. Include current hourly fee schedule for each proposed team member, any support staff, and proposed subconsultants or subcontractors.

7. Provide schedule of any proposed reimbursable expenses by category (e.g., travel, printing, postage, etc.).
8. Provide hourly billing rates by position for any additional services beyond those requested in this RFP.

6. SCHEDULE

Develop and provide a preliminary timeline and schedule for delivering Services through completion, including specific milestones. Identify any schedule challenges and describe Respondent's plan for addressing the same.

7. LITIGATION AND CLAIMS HISTORY

Failure to specify any existing litigation and claims history can result in a finding of non-responsiveness, and lead to automatic disqualification of the proposal.

- Provide a comprehensive five (5) year summary of the firm's litigation, arbitration, and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and the outcome, if any.
- Provide a comprehensive five (5) year summary of any claims (whether or not pursued through litigation) in which your firm has been involved. Provide details as to the parties involved, the scope and nature of the claim, the status of the claim, and the outcome of the claim, if any.
- A proposal failing to provide this requested information on claims, lawsuits, and/or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

VII. EVALUATION OF PROPOSALS

The District will evaluate all proposals that meet the deadline for submission and are responsive to the requirements set forth in this RFP. Each proposal must be complete. Incomplete proposals will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a Respondent is responsive, responsible, and qualified. During the evaluation period, the District will identify the Respondent(s) that can provide the greatest overall benefit to the District.

In determining the responsibility of a respondent, the following criteria will be considered:

- The qualifications, ability and capacity of the Respondent to perform the required Services;
- Whether the Respondent can perform the Services promptly, without delay or interference;
- The character, integrity, reliability, reputation, judgment, experience and efficiency of the Respondent;
- The quality of performance under previous agreements or for similar Services;

- The previous and existing compliance by the Respondent with laws relating to the proposed Agreement, including the required licenses; and
- The affirmation of the Respondent to enter into the District’s proposed Agreement with no, or minor, objection(s).

Proposals will first be evaluated by District staff to confirm that the proposals are complete and Respondents are eligible to provide the Services requested. Proposals which are deemed responsive and eligible for evaluation will be forwarded to the District’s selection committee, which will evaluate the proposals based on the criteria listed below:

| Evaluation Criteria | Scoring Weight |
|--|-----------------------|
| Cost of proposed Services | 40% |
| Experience with large school districts and developing solution options for large districts | 15% |
| Experience with large school districts and providing Maintenance Services at multiple locations | 15% |
| Experience and reputation of Respondent | 10% |
| Alignment of proposed Services with District’s needs | 15% |
| Responsiveness and completeness of proposal | 5% |
| TOTAL | 100% |

A. INTERVIEWS

The District may invite any Respondent to meet with District staff within the District’s discretion. Key members of Respondent’s proposed team will be expected to attend the interview. The interview will be an opportunity for the District to review the proposal, qualifications, and any other matters the District deems relevant to its evaluation. Any comments or objections to the District’s form of Agreement may be the subject of inquiry at the interview.

B. AWARD OF CONTRACT

The award of a contract, or contracts, if at all, is at the sole discretion of the District. The District reserves the right to contract with any person or entity responding to this RFP for all or any portion of the Services described herein, to reject any proposal as non-responsive, and/or not to contract with any Respondent for the Services described herein. If the Respondent with the highest-scoring proposal does not agree to enter into a contract with the District, the District retains the right to negotiate with any other Respondent to this RFP. The District reserves the right to contract with any firm not participating in this process.

Thank you for your interest!

ATTACHMENT "1"

**DISTRICT'S FORM OF INDEPENDENT CONTRACTOR AGREEMENT
BEHIND THIS SHEET**

**INDEPENDENT CONTRACTOR AGREEMENT
FOR
SOLUTION OPTIONS FOR COPIER PURCHASE/LEASE AND MAINTENANCE SERVICES**

This Independent Contractor Agreement ("Agreement") is made as of _____, 2025 between the **Stockton Unified School District** ("District") and _____ ("Contractor") (together, "Parties").

1. Services. The Contractor shall provide to the District a District-wide solution for its copiers, in addition to the requisite services for their maintenance, as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

2. Term. Contractor shall commence providing Services under this Agreement on July 1st, 2025, following the execution of the Agreement by both Parties, and approval or ratification of the District's Board of Education ("Board"), through June 30th 2028 ("Term"). The District shall have the sole discretion to extend the Agreement for two (2) additional one (1) year terms. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the approval date may be considered as having been done at the Contractor's risk, as a volunteer, unless Agreement is so approved or ratified.

3. Compensation. As further set forth in **Exhibit "A,"** District compensation to the Contractor shall not exceed _____ Dollars (\$_____.00), inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Board. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed.

4. Equipment and Materials. Contractor shall furnish, at Contractor's own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or by the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District.

5. Independent Contractor. Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that Contractor and Contractor Parties shall not be considered officers, employees, agents, partner, or joint venture 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. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. If Contractor is not a resident of California and is not exempt from withholding, the District shall

withhold California income taxes as required by the California Revenue & Taxation Code. The Contractor shall still be responsible for payment of all state and federal taxes.

6. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which the Services are actually being performed pursuant to this Agreement.

7. Certifications, Permits, and Licenses. Contractor represents and warrants to District that Contractor and all of the Contractor Parties have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.

8. Standard of Care. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts.

9. Safety and Security.

9.0 Contractor is responsible for maintaining safety in the performance of its Services under this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

9.1 District has implemented a workplace violence prevention plan pursuant to Labor Code section 6401.9, a copy of which District will provide to Contractor upon request. In accordance with Labor Code section 6401.9(c)(2)(C), while present at a District site, Contractor and Contractor Parties shall comply with the safety emergency response protocols as set forth in District's workplace violence prevention plan and shall defer to District's and law enforcement's directives during an emergency. Contractor and Contractor Parties shall immediately report to District any workplace violence hazard or emergency that may be discovered while Contractor Parties are delivering Services at a District site. Contractor Parties shall participate in any emergency drills that may occur while Contractor Parties are providing Services at a District site.

9.2 Pursuant to Labor Code sections 6401.9(c)(2)(C) and (e)(2), if Contractor Parties will be providing Services at a District site on a routine and regular basis, District may require that Contractor Parties attend a basic safety orientation, initially upon commencement of the Services, and annually thereafter if applicable, based on District's workplace violence prevention plan for the District site where Contractor Parties will be routinely and regularly working. The orientation may include informing Contractor Parties of District's workplace violence prevention plan and where a written copy is readily accessible, the specific workplace violence hazards and corrective measures for that specific work location, and how to report

workplace violence hazards specific to the work location, in addition to providing opportunity for interactive questions and answers.

9.3 Employees shall report workplace violence to their respective employers. In the event Contractor receives a report of workplace violence, as that term is defined in Labor Code section 6401.9, from any employee of Contractor indicating that, while Contractor's employee was performing the Services, a District employee was involved in workplace violence or a District work site was the location of workplace violence, Contractor shall report such incident to District. The Parties agree to reasonably cooperate in the exchange of information to enable each party to investigate and resolve the incident to the extent each party's employee or work site is involved. Pursuant to Labor Code section 6401.9(d)(1)(A)-(C), each party shall be responsible for recording in their respective violent incident log any incident involving their respective employees. If an incident occurs on a District site or involves the Parties' employees, each party will make a copy of the incident's entry from their respective violent incident logs available to the other party upon request, omitting any element of personal identifying information of any person involved in the incident.

10. Confidentiality. The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the expiration or earlier termination of this Agreement.

11. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

12. Termination.

12.0 With Cause by District. District may terminate this Agreement upon giving a written notice of intention to terminate for cause. Cause shall include:

- 12.0.0** material violation of this Agreement by the Contractor; or
- 12.0.1** any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 12.0.2** Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by the District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the

expense, fees, and costs to the District exceed the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

12.1 Without Cause by District. The District may, at any time, with or without reason, terminate this Agreement with fifteen (15) days written notice and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services satisfactorily completed to date.

12.2 Upon termination, Contractor shall provide the District with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

13. Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by the District Parties where such approval is not to be unreasonably withheld. The District Parties shall have the right to accept or reject any legal representation that the Contractor proposes to defend the indemnified parties.

14. Insurance. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.0 General Liability. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability.

14.1 Automobile Liability Insurance. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising from performing any portion of the Services by Contractor.

14.2 Workers' Compensation and Employers' Liability Insurance. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum

liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.

14.3 Sexual Molestation and Abuse Insurance. If Contractor will have contact with District's students while performing the Services, Contractor shall maintain sexual molestation and abuse coverage with a One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate limit of liability.

14.4 Other Insurance Provisions:

14.4.0The general liability, automobile liability and, if applicable to the Services, the sexual molestation and abuse insurance policies are to contain, or be endorsed to contain, the following provisions:

14.4.0.0 The District, its representatives, contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; instruments of service and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

14.4.0.1 For any claims related to the Services, the Contractor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Contractor's insurance and shall not contribute with it.

14.4.0.2 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

14.4.1The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.4.2Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

14.4.3Contractor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a

person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

14.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

15. Limitation of Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

16. Compliance with Laws; Effect of Noncompliance. Contractor shall observe and comply with all rules and regulations of the Board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

17. Fingerprinting of Employees. Contractor shall complete the Criminal Background Investigation Certification, attached to this Agreement and incorporated by this reference, prior to commencing the Services, certifying Contractor's compliance with, or exemption from, the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the Board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors and agents of Contractor, and employees and agents of Contractor Parties, regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student. If Contractor is a sole proprietor and it is determined that Contractor will have contact with any pupils, Contractor and all of the Contractor Parties must agree to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 45125.1(h), under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal

Code. No Services shall commence until such determinations by DOJ and FBI have been made.

18. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or e-mail transmission, addressed as follows:

District

Stockton Unified School District
56 South Lincoln Street
Stockton, CA 95203
ATTN: [NAME, TITLE]
EMAIL: [EMAIL]

Contractor

[NAME OF CONTRACTOR]
[ADDRESS]
[CITY, STATE ZIP]
ATTN: [NAME, TITLE]
EMAIL: [EMAIL]

Any notice personally given or sent by e-mail transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

19. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as may be expressly provided herein.

21. Integration; Entire Agreement of Parties; Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the Parties. This Agreement is not valid until approved or ratified by the District's Board. Services shall not be rendered until Agreement is approved.

22. Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Joaquin County, California.

23. Disputes. In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim,

or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

24. Attorney Fees; Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

25. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Severability. 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 will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

27. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

29. Order of Precedence. The Parties agree that any conflict or inconsistency among the terms contained in this Agreement and any document attached hereto, or referenced herein, shall be resolved in the following order of precedence: (1) the body of this Agreement, (2) any purchase order issued by the District to Contractor, (3) any exhibit or addendum to this Agreement, (4) any quote, bid, proposal, order or service form or any other document issued by Contractor to District and that is expressly referenced and incorporated into this Agreement, and (5) Contractor's standard terms and conditions, if expressly incorporated by reference in any of the aforementioned documents of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

| | |
|--|--|
| <p>STOCKTON UNIFIED SCHOOL DISTRICT</p> <p>Date: _____</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> | <p>[CONTRACTOR]</p> <p>Date: _____</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> |
|--|--|

Department Administrator:

Information regarding Contractor:

| | |
|--|---|
| <p>License No: _____</p> <p>Address: _____</p> <p>_____</p> <p>Telephone: _____</p> <p>Facsimile: _____</p> <p>E-Mail: _____</p> <p>Contractor's state of residence: _____</p> <p>States in which Contractor is licensed to do business: _____</p> <p>Type of Business Entity:</p> <p>____ Individual</p> <p>____ Sole Proprietorship</p> <p>____ Partnership</p> <p>____ Limited Partnership</p> <p>____ Corporation, State: _____</p> <p>____ Limited Liability Company</p> <p>____ Other:</p> | <p>_____:</p> <p>Employer Identification and/or Social Security Number</p> <p>NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.</p> |
|--|---|

EXHIBIT A

Scope of Services

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides that every employer except the State of California shall secure the payment of compensation in one or more of the following ways:

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

- ❖ 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 its employees.

Check only one of the boxes below.

| | |
|---|--|
| <input type="checkbox"/> I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the Services of this Agreement. | <input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California. |
|---|--|

Date: _____

Contractor: _____

Name and Title: _____

Signature: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the Contractor currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor's responsibility for tuberculosis ("TB") clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that the following item applies to the Services that are the subject of the Agreement:

- The Contractor ensures that any person providing any portion of the Services with **more than limited contact** with District students (as determined by the District) has, at no cost to the District, completed a TB risk assessment within the past 60 days, and, if risk factors are identified, has received a TB test in compliance with the requirements of Education Code section 49406. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or

- Contractor shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

Date: _____

Contractor: _____

Name and Title: _____

Signature: _____

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

Contractor and the Contractor’s agents, personnel, employee(s), and/or subcontractor(s) as applicable (“Contractor Parties”) shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

- A. Contractor and the Contractor Parties, if any, shall have **no contact** with District students **or** shall **only have contact that is under the immediate supervision and control of a District employee or the student’s parent/guardian** (as determined by District) at all times during the Term of this Agreement.

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative’s Name and Title: _____

District Representative’s Signature: _____

- B. Contractor Parties **will have contact** with District students outside of the immediate supervision and control of District employee(s) or the student’s parent/guardian (as determined by District) during the Term of this Agreement **[choose one of the following and identify Contractor Parties in Attachment “A”]**:

- Contractor is not a Sole Proprietor.** At no cost to District, Contractor and Contractor Parties listed in **Attachment “A”** have completed background checks and have been fingerprinted under procedures established by the California Department of Justice (“DOJ”) and the Federal Bureau of Investigation (“FBI”), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by Education Code section 45122.1.

OR

- Contractor is a Sole Proprietor.** Contractor and Contractor Parties listed in **Attachment “A”** have agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 45125.1(h), under procedures established by the California DOJ and the FBI, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative’s Name and Title: _____

District Representative’s Signature: _____

C. Contractor and Contractor Parties are providing the following services [**choose one**]:

Work Experience Program. Contractor and Contractor Parties are offering qualifying work experience opportunities for students, or workplace placements as part of a student's Individualized Education Program ("IEP"), and all of the following will be met as part of such participation: (a) at least one adult employee in the workplace during student's work hours has a valid criminal records summary; (b) a District employee will make at least one visitation every three weeks to consult, observe and check in to ensure student health, safety and welfare; and (c) the student's parent/guardian has signed a consent form per Education Code 45125.1(b)(2)(C). [Ed. Code, §45125.1(b)(2).]

OR

Independent Study Program. Contractor and Contractor Parties provide independent study program services to students under the immediate supervision and control of student's parent/guardian and District has either [**check as applicable**] _____ (a) verified completion of a valid criminal records summary for all Contractor Parties who interact with pupils; or _____ (b) District has ensured that parent/guardian has signed a consent form per Education Code 45125.1(b)(3)(B) [Ed. Code, §45125.1(b)(3).]

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

CONTRACTOR CERTIFICATION

No Services shall commence until all documentation is submitted, determinations by DOJ and FBI have been made (as applicable), and final approval is received. If at any time during this Agreement Contractor learns or becomes aware of information, including additional Contractor Parties, which differs from the representations set forth above or in **Attachment "A,"** Contractor shall immediately notify District and prohibit any new Contractor Parties from having any contact with students until the background check requirements have been satisfied and District determines whether any such contact is permissible. Contractor's responsibility for background clearance extends to all Contractor Parties regardless of whether they are employees or independent contractors of the Contractor.

The undersigned does hereby certify that I am a representative of the Contractor; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor. By signing below, I certify that the information contained on this certification form and in **Attachment "A"** is accurate. I understand that it is Contractor's sole responsibility to maintain, update, and provide the District with current "Criminal Background Investigation Certification" information for all Contractor Parties and **Attachment "A"** throughout the duration of the Agreement.

Date: _____

Contractor: _____

Name and Title: _____

Signature: _____

ATTACHMENT "A"

Contractor Parties

Name/Company: _____

If further space is required, attach additional copies of this page.

ATTACHMENT "2"

COPIER FLEET MODELS AND LOCATIONS

| Location | Address | Room | Make | Model |
|-----------------------------------|-------------------------------|--------------------------------------|-------------|--------------|
| Adams K 8 | 6402 Inglewood Ave | Rm 18, 122290 | Canon | IR 6275 |
| Administration Human Resources | 56 S Lincoln St | 2A-01 HR Dept. | Canon | IR C5235 |
| Alternative High School | 22 S Van Buren St | Staff Workroom, 124251 | Canon | IR 6275 |
| August K 8 | 2101 Sutro | Teachers Lounge, No Asset # Listed | Canon | IR 6255 |
| Bush K 8 | 5420 Fred Russo Dr | Teachers Workroom FF2, 122294 | Canon | IR 6275 |
| Bush K 8 | 5420 Fred Russo Dr | Work Room C Bldg, 125665 | Canon | IR 6275 |
| Cleveland K 8 | 20 E Fulton St | Front Office, 124252 | Canon | IR 6275 |
| Early College Academy (SECA) | 349 E Vine St | No location listed ,124421 | Canon | IR 6275 |
| Edison High School | 100 W Martin Luther King Blvd | Library | Canon | IR 6275 |
| Edison High School | 100 W Martin Luther King Blvd | Library, 124413 | Canon | IR 6275 |
| Edison High School | 100 W Martin Luther King Blvd | Library Media Room | Canon | IR 6275 |
| El Dorado K 8 | 1540 N Lincoln St | Teachers Work Room 55, 124416 | Canon | IR 6275 |
| Elmwood K 8 | 840 S Cardinal Ave | Office, 124253 | Canon | IR 6275 |
| Elmwood K 8 | 840 S Cardinal Ave | VP Office, 125669 | Canon | IR 6275 |
| Fillmore K 8 | 2644 E Poplar St | Room 1, 124429 | Canon | IR 6275 |
| Flora Arca Mata Elementary School | 5600 Alexandria Pl | Main Office Staff Room, 124420 | Canon | IR 6275 |
| Flora Arca Mata Elementary School | 5600 Alexandria Pl | 2nd Floor Teacher Workroom, 125688 | Canon | IR 6275 |
| Fremont K 8 | 2021 E Flora St | Teachers Workroom, 124254 | Canon | IR 6275 |
| Fremont K 8 | 2021 E Flora St | Teacher's Workroom, 125671 | Canon | IR 6275 |
| Hamilton K 8 | 2245 E 11Th St | Teachers lounge | Canon | IR 6275 |
| Harrison K 8 | 3203 Sanguinetti Ln | Teachers Workroom/Lounge, 124423 | Canon | IR 6275 |
| Henry K 8 | 1107 S Wagner Ave | Office copyroom | Canon | IR 6275 |
| Henry K 8 | 1107 S Wagner Ave | Bldg D, 125675 | Canon | IR 6275 |
| Henry K 8 | 1107 S Wagner Ave | A Bldg, 118694 | Canon | IR C5250 |
| Henry K 8 | 1107 S Wagner Ave | D Bldg / Teachers Work Room , 121118 | Canon | IR 6255 |
| Hong Kingston K 8 | 6324 N Alturas Ave | Teachers Workroom, No asset # listed | Canon | IR 6275 |
| Hong Kingston K 8 | 6324 N Alturas Ave | Teacher Workroom, 125676 | Canon | IR 6275 |
| Hoover K 8 | 2900 Kirk St | Rm 8 Staff Lounge, 124404 | Canon | IR 6275 |
| Hoover K 8 | 2900 Kirk St | Office, 125677 | Canon | IR 6275 |

| Location | Address | Room | Make | Model |
|---------------------------|-----------------------|-----------------------------------|-------|----------|
| Huerta K 8 | 1644 S Lincoln St | Teachers Lounge, 103861 | Canon | IR C5235 |
| Huerta K 8 | 1644 S Lincoln St | Teachers Lounge, 124438 | Canon | IR 6275 |
| Kennedy K 8 | 630 Ponce De Leon Ave | Room 11AD, 125291 Teachers lounge | Canon | IR 6275 |
| King K 8 | 2640 E Lafayette St | Academy 1, 124428 | Canon | IR 6275 |
| King K 8 | 2640 E Lafayette St | Academy 5, 125678 | Canon | IR 6275 |
| Kohl K 8 | 4115 Crown Ave | Teachers Workroom B, 124256 | Canon | IR 6275 |
| Kohl K 8 | 4115 Crown Ave | Staff Lounge, 125679 | Canon | IR 6275 |
| Language Development | 56 S Lincoln St | D-2 Bldg, 96153 | Canon | IR C5255 |
| Madison K 8 | 2939 Mission Rd | Staff Lounge, 124407 | Canon | IR 6275 |
| Madison K 8 | 2939 Mission Rd | Admin Office, 125680 | Canon | IR 6275 |
| Marshall K 8 | 1141 Lever Blvd | Rm 17 | Canon | IR 6275 |
| Marshall K 8 | 1141 Lever Blvd | Rm 65 | Canon | IR 6275 |
| Mckinley K 8 | 30 W 9Th St | Teachers Workroom, 119663 | Canon | IR 6255 |
| Mckinley K 8 | 30 W 9Th St | Staff Room, No Asset # | Canon | IR 6255 |
| Mckinley K 8 | 30 W 9Th St | Workroom, 125392 | Canon | IR 6275 |
| Merlo Inst Of Envmtl Tech | 1670 E 6th St | Staff workroom, 100957 | Canon | IR C5255 |
| Merlo Inst Of Envmtl Tech | 1670 E 6th St | Library, 124437 | Canon | IR 6275 |
| Monroe K 8 | 2236 E 11Th St | Office, 124434 | Canon | IR 6275 |
| Montezuma K 8 | 2843 Farmington Rd | Teachers Lounge , 120273 | Canon | IR 6255 |
| Montezuma K 8 | 2843 Farmington Rd | Teachers Lounge, 124432 | Canon | IR 6275 |
| Nightingale K 8 | 1721 Carpenter Rd | Staff Lounge Rm 6, 121402 | Canon | IR 6255 |
| Pacific Law Academy | 1621 Brookside Rd | Front Office, 120785 | Canon | IR 6255 |
| Pacific Law Academy | 1621 Brookside Rd | Main office Room 3, 125682 | Canon | IR 6275 |
| Peyton K 8 | 2525 Gold Brook Dr | Kinder Room, 124424 | Canon | IR 6275 |
| Pittman K 8 | 701 E Park St | Staff Work Room, 101119 | Canon | IR 6255 |
| Pittman K 8 | 701 E Park St | Staff Workroom, 124257 | Canon | IR 6275 |
| Police Department | 640 N San Joaquin St | Admin Office Rm 7, 124030 | Canon | IR C5240 |
| Primary Years Academy | 3830 Webster Ave | Staff lounge | Canon | IR 6275 |
| Rio Calaveras K 8 | 1819 E Bianchi Rd | Main Office, 103857 | Canon | IR C5240 |
| Rio Calaveras K 8 | 1819 E Bianchi Rd | Teachers Workroom, 124037 | Canon | IR 6275 |
| Rio Calaveras K 8 | 1819 E Bianchi Rd | Teachers Workroom, 124036 | Canon | IR 6275 |
| Roosevelt K 8 | 776 S Broadway Ave | Bldg C workroom, 122173 | Canon | IR 6275 |
| San Joaquin K 8 | 2020 S Fresno Ave | RM EE4, 124409 | Canon | IR 6275 |
| San Joaquin K 8 | 2020 S Fresno Ave | Teachers Workroom, 125684 | Canon | IR 6275 |
| School For Adults | 1525 Pacific Ave | ESL Room 114, 124420 Back room | Canon | IR C5250 |
| School For Adults | 1525 Pacific Ave | Front office, 124419 | Canon | IR C5250 |
| School For Adults | 1525 Pacific Ave | Staff Lounge, 124418 | Canon | IR 6275 |

| Location | Address | Room | Make | Model |
|----------------------------|---------------------|--------------------------------------|-------------|--------------|
| Skills K 8 | 2725 Michigan Ave | Room 38, 124406 | Canon | IR 6275 |
| Skills K 8 | 2725 Michigan Ave | Staff Workroom, 124405 | Canon | IR 6275 |
| Spanos K 8 | 536 S California St | Workroom, 124415 | Canon | IR 6275 |
| Special Education | 1800 S Sutter St | Sp Ed Main Office, 121119 | Canon | IR 6255 |
| Stagg High School | 1621 Brookside Rd | Library, 124400 | Canon | IR 6275 |
| Stagg High School | 1621 Brookside Rd | Counseling, 124401 | Canon | IR 6275 |
| Stagg High School | 1621 Brookside Rd | Main Office Teacher Workroom, 125685 | Canon | IR 6275 |
| Taft K 8 | 419 Downing Ave | Teachers Lounge, 124412 | Canon | IR 6275 |
| Taft K 8 | 419 Downing Ave | Office, 125686 | Canon | IR 6275 |
| Taylor K 8 | 1101 Lever Blvd | Room 21, 103882 | Canon | IR 6255 |
| Taylor K 8 | 1101 Lever Blvd | Room 21, 124411 | Canon | IR 6275 |
| Taylor K 8 | 1101 Lever Blvd | Main Office, 125687 | Canon | IR 6275 |
| Van Buren K 8 | 1628 E 10Th St | Teachers Lounge, 124435 | Canon | IR 6275 |
| Victory K 8 | 1838 W Rose St | Staff Lounge, 124258 | Canon | IR 6275 |
| Washington K 8 | 1735 W Sonora St | Teachers Lounge, 125689 | Canon | IR 6275 |
| Washington K 8 | 1735 W Sonora St | Teachers Lounge, 124408 | Canon | IR 6275 |
| Weber Inst Applied Science | 302 W Weber Ave | Main Office Copy Room, 125308 | Canon | IR 6275 |
| Wilson K 8 | 150 E Mendocino Ave | Teachers Workroom 18, 121893 | Canon | IR 6275 |
| Wilson K 8 | 150 E Mendocino Ave | Teachers Lounge, 125690 | Canon | IR 6275 |

PRINTER FLEET MODELS AND LOCATIONS

| Location | Address | Room | Make | Model |
|---------------------------|-------------------------------|--|-------------|--------------|
| Edison High School | 100 W Martin Luther King Blvd | Office A125 | Canon | IR C356IF |
| Edison High School | 100 W Martin Luther King Blvd | 2nd Floor Rich's Office | Canon | IR C356IF |
| Edison High School | 100 W Martin Luther King Blvd | Counseling Office | Canon | IR 1730 |
| Taylor K 8 | 1101 Lever Blvd | Step Up After School Program | Canon | IR C356IF |
| Taylor K 8 | 1101 Lever Blvd | Main Office | Canon | IR C356IF |
| Marshall K 8 | 1141 Lever Blvd | Step Up After School Program | Canon | IR C356IF |
| Early Childhood Education | 1144 E Channel St | Room 103 C. Holman's Office | Canon | IR 1730 |
| Early Childhood Education | 1144 E Channel St | Rm 107 Registraion Counter | Canon | IR 1730 |
| Early Childhood Education | 1144 E Channel St | D. Onesavanh's Desk | Canon | IR 1730 |
| Early Childhood Education | 1144 E Channel St | Roon 201 | Canon | IR 1730 |
| Wilson K 8 | 150 E Mendocino Ave | Step Up After School Program Room 19 | Canon | IR C356IF |
| El Dorado K 8 | 1540 N Lincoln St | Classroom 52 | Canon | IR C356IF |
| Young Adult Program YAP | 1541 E March Ln Ste A | #C | Canon | IR 1730 |
| Grunsky K 8 | 1550 N School St | Step Up After School Program Warehouse | Canon | IR C356IF |
| Van Buren K 8 | 1628 E 10Th St | Step Up After School Program Warehouse | Canon | IR C356IF |
| Nightingale K 8 | 1721 Carpenter Rd | Step Up After School Program | Canon | IR C356IF |
| Washington K 8 | 1735 W Sonora St | ELOP After School Program | Canon | IR C356IF |
| Rio Calaveras K 8 | 1819 E Bianchi Rd | Step Up After School Program | Canon | IR C356IF |
| Victory K 8 | 1838 W Rose St | Step Up After School Program - Room 11 | Canon | IR C356IF |
| Cleveland K 8 | 20 E Fulton St | Step Up After School Program | Canon | IR C356IF |
| San Joaquin K 8 | 2020 S Fresno Ave | Step Up After School Program | Canon | IR C356IF |

| Location | Address | Room | Make | Model |
|-----------------|----------------|-------------|-------------|--------------|
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|-----------------------|---------------------|-------------------------------------|-------|-----------|
| Fremont K 8 | 2021 E Flora St | Step Up After School Program | Canon | IR C356IF |
| August K 8 | 2101 Sutro | ELOP School Program Cafeteria | Canon | IR C356IF |
| Monroe K 8 | 2236 E 11Th St | Step Up After Sch Prog rm 32 | Canon | IR C356IF |
| Hamilton K 8 | 2245 E 11Th St | Main Office | Canon | IR C356IF |
| Hamilton K 8 | 2245 E 11Th St | Step Up After School Program | Canon | IR C356IF |
| Pulliam K 8 | 230 Presidio Way | Step Up After School Program | Canon | IR C356IF |
| Pulliam K 8 | 230 Presidio Way | Room 33C | Canon | IR C356IF |
| Peyton K 8 | 2525 Gold Brook Dr | Main Office | Canon | IR C356IF |
| Peyton K 8 | 2525 Gold Brook Dr | Library | Canon | IR C356IF |
| King K 8 | 2640 E Lafayette St | Library | Canon | IR C356IF |
| Fillmore K 8 | 2644 E Poplar St | Step Up After School Program | Canon | IR C356IF |
| Skills K 8 | 2725 Michigan Ave | Step Up After School Program RM 114 | Canon | IR C356IF |
| Montezuma K 8 | 2843 Farmington Rd | Step Up After School Program | Canon | IR C356IF |
| Hoover K 8 | 2900 Kirk St | Room 32 | Canon | IR C356IF |
| Hoover K 8 | 2900 Kirk St | smal office off cafeteria | Canon | IR C356IF |
| Madison K 8 | 2939 Mission Rd | Step Up After School Program | Canon | IR C356IF |
| Madison K 8 | 2939 Mission Rd | Front Office | Canon | IR C356IF |
| Mckinley K 8 | 30 W 9Th St | Step Up After School Program | Canon | IR C356IF |
| Harrison K 8 | 3203 Sanguinetti Ln | Step Up After School RM 15 | Canon | IR C356IF |
| Primary Years Academy | 3830 Webster Ave | Staff Workroom | Canon | IR C356IF |
| Kohl K 8 | 4115 Crown Ave | Step Up After School Program | Canon | IR C356IF |
| Franklin High School | 4600 E Fremont St | B Bldg, Room C112 I 13 | Canon | IR C356IF |
| Franklin High School | 4600 E Fremont St | Discipline Office | Canon | IR C356IF |
| Franklin High School | 4600 E Fremont St | Main Office Reception | Canon | IR C356IF |
| Hazelton K 8 | 535 W Jefferson St | Step Up After School Program | Canon | IR C356IF |
| Spanos K 8 | 536 S California St | Step Up After School Program | Canon | IR C356IF |

| Location | Address | Room | Make | Model |
|----------|--------------------|------------------------------|-------|-----------|
| Bush K 8 | 5420 Fred Russo Dr | Step Up After School Program | Canon | IR C356IF |

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|-----------------------------------|--------------------|--|-------|-----------|
| Superintendent's Office | 56 S Lincoln St | Payroll | HP | HP M806 |
| Accounts Payable | 56 S Lincoln St | | HP | HP M806 |
| Student Services | 56 S Lincoln St | 1A-03 | Canon | IR C356IF |
| Superintendent's Office | 56 S Lincoln St | 1A-07 Executive Assistant Work station | HP | HP M806 |
| Curriculum & Development | 56 S Lincoln St | D-1 Bldg | Canon | IR C356IF |
| State And Federal | 56 S Lincoln St | Janet Yarbrough, 128578 | HP | HP M553 |
| State And Federal | 56 S Lincoln St | Technicians, 128577 | HP | HP M553 |
| State And Federal | 56 S Lincoln St | Program Specialist, 128579 | HP | HP M553 |
| State And Federal | 56 S Lincoln St | Silvia | HP | HP M553 |
| State And Federal | 56 S Lincoln St | | HP | HP M454 |
| State And Federal | 56 S Lincoln St | | HP | HP M454 |
| Flora Arca Mata Elementary School | 5600 Alexandria Pl | Main Office Conference Room | Canon | IR C356IF |
| Flora Arca Mata Elementary School | 5600 Alexandria Pl | Multi- Purpose Room B-230 | Canon | IR C356IF |
| Flora Arca Mata Elementary School | 5600 Alexandria Pl | Main Office Principal's Office | Canon | IR 1730 |

PRODUCTION EQUIPMENT MODELS AND LOCATIONS

| Location | Address | Room | Make | Model |
|----------------------|------------------|--------------------------------|-------------|-------------------|
| Duplicating Services | 701 N Madison St | Reprographics Dept, No Asset # | Canon | VP135/VP120/VP110 |
| Duplicating Services | 701 N Madison St | Reprographics Dept | Canon | VP135/VP120/VP110 |
| Duplicating Services | 701 N Madison St | Reprographics Dept, No Asset # | Canon | VP135/VP120/VP110 |
| Duplicating Services | 701 N Madison St | Reprographics Dept, No Asset # | Canon | VP135/VP120/VP110 |
| Duplicating Services | 701 N Madison St | Duplicating Services | Canon | VP 140 |
| Duplicating Services | 701 N Madison St | Print Shop | Canon | VP 140 |
| Duplicating Services | 701 N Madison St | Print Shop | Canon | VP 140 |
| Duplicating Services | 701 N Madison St | Duplicating, 12230 | RICOH | PROC7110 |
| Duplicating Services | 701 N Madison St | Print Shop | Canon | IP C10000 |