



REQUEST FOR PROPOSAL

For District Document Scanning/Digital Imaging and
Indexing Conversion Services

RFP No. 2223-TECH01

Deadline: 3:00 p.m., Monday, September 12, 2022

(NOTE: The time clock in the Purchasing Department will be used as the official time.)

Alum Rock Union Elementary School District

Att: Purchasing Department

2930 Gay Avenue

San Jose, CA 95127

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***Must be completed in their entirety, signed and returned with your proposal package.**

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN NOTICE IS HEREBY GIVEN that the Alum Rock Union Elementary School District ("District") will receive proposals for District Document Scanning/Digital Image and Indexing Conversion Services. The District will receive sealed proposals up to, and no later than, 3:00:00 p.m. on Monday, September 12, 2022.

Qualified persons, firms and organizations are invited to submit five (5) paper copies, one (1) unbound copy, and one (1) electronic version on a flash drive. Proposals shall be submitted in a sealed envelope, no later than 3:00:00 p.m. on Monday, September 12, 2022 clearly marked RFP No. 2223-TECH01. Each proposer is responsible for the delivery of their proposals. If the proposal is delivered late or to the wrong address, by any delivery method, the bidder bears full responsibility.

FAX OR EMAIL PROPOSALS WILL NOT BE ACCEPTED. Proposals received after the above stated time and date will be returned to vendor unopened. The selection process may include a screening review and evaluation of the proposals. The time clock in the Purchasing Department will be used as the official timestamp. Sealed proposals will be received at:

**Alum Rock Union Elementary School District
Purchasing Department
2930 Gay Avenue
San Jose, CA 95127**

District office hours are Monday through Friday, 7:30 a.m. to 4:30 p.m. All questions or requests for clarification regarding this RFP should be submitted via email to Brett Littrell at brett.littrell@arUSD.org no later than 4:00:00 p.m. (California time) on Monday, September 5, 2022.

All proposals received as part of this solicitation become the property of the District and shall be considered public record. The cost to prepare and submit the proposal(s) is at the sole expense of each firm. The emphasis of your proposal should be on completeness, adherence to directions and format requirements, brevity, and clarity of content.

Alum Rock Union Elementary School District reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals at any time, and to reject any and all proposals without indicating any reason for rejection; or to negotiate with any, all, or none of the respondents to the RFP. This RFP does not obligate Alum Rock Union Elementary School District to negotiate a contract. Proposals will not be returned. No compensation shall be paid for any work related to preparation of any proposals. No amount of work is guaranteed.

Contact with any individual(s) in the District, other than the individual(s) specifically named herein, is prohibited, and may result in rejection of the proposal.

SCOPE: Alum Rock Union Elementary School District is requesting document imaging companies to supply a secure service in order to view scanned documents. These services must meet the following requirements:

- Scanning of records to digital image electronic format for access and records retention.
- Provide solution for adding future files to indexing processes.
- Document scanning/digital image with indexing and proper orientation at a minimum of 300 dpi.
- Indexing for conversion to digital based on an industry standard Image File Format that accommodates large and standard size documents at a minimum of 300 dots per inch and process these digital images to be seamlessly included into the District's current Financial Management System and document platform.
- Optical Character Recognition (OCR) Services. This process shall provide an accurate conversion of image data into a searchable PDF format (7 searchable fields per document). Services shall be in accordance with standards set by the American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM).

The document imaging process must consist of the following requirements:

- Minimum resolution of 520DPI
- Must retain scanning of color documents in digital format
- Records should maintain any extraneous attachments, such as post-its, their position as well as the underlying text
- Must categorize documents based on various criteria: Document Type, Department, Date, Retention period, original box, original folder
- Documents must recover from the District as part of this contract expense
- Document destruction, if chosen, must be included with the total cost but itemized
- Records will be removed from the District, with the vendor sorting what documents are destined to be destroyed based on criteria put forth by the District.
- Recognition of forms and files is based on the form type; those form types are organized based on existing structures of physical copies
- Recognition of relevant data used in organization and searching is a requirement

A detailed Scope of Work and Specifications can be found below in Sections 35 & 36 of the “Information for Proposers.”

RFP DOCUMENTS: Proposers may obtain a set of RFP Documents via the Alum Rock Union Elementary School District website: <https://www.arusd.org/district/departments/business-services/purchasing/bids> All notices, clarifications, and addenda to this RFP will be posted to the district website. The District shall not be responsible for sending individual notification of changes or updates to any respondents. It is the sole responsibility of the proposer to remain apprised of changes to this RFP.

NO DISCRIMINATION: The District is committed to providing equal educational, contracting and employment opportunity to all in strict compliance with all applicable State and Federal laws and regulations. The District’s programs, activities, and practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics, or association with a person or group with one or more of these actual or perceived characteristics.

I. INFORMATION FOR PROPOSERS

The Alum Rock Union Elementary School District (“District”) invites qualified contractors to submit responses to this Request for Proposals (“RFP”) and enter into an agreement with the District to provide Document Scanning/Digital Image and Indexing Conversion Services.

1. INTRODUCTION

The Alum Rock Union Elementary School District is seeking proposals for Document Scanning/Digital Image and Indexing Conversion Services (“Project”).

2. SCHEDULE OF EVENTS*

Event	Dates
Publish RFP	Thursday, August 25, 2022
Deadline for proposers’ Questions re RFP	Monday, September 5, 2022
District Issues Responses to Proposers’ Questions **it is the responsibility of each proposer to check the District website for responses to questions**	Posted on District website by 5:00 p.m. on Wednesday, September 07, 2022
Responses to the RFP Due	Monday, September 12, 2022
Screening and Interviews	TBD – An email invitation will be sent to qualifying firms.
District Awards Project at Board Meeting	Tentatively scheduled for Thursday, October 13, 2022

***This is a tentative schedule subject to change by the District.**

3. NAME

Proposers shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Proposals must be submitted under the correct name of the company and signed by an authorized representative of the contractor.

4. PREPARATION OF RFP DOCUMENTS

To receive consideration, all responses to this RFP shall be made in accordance with the following instructions and shall include all information requested herein. Email questions regarding this Request for Proposals to Brett Littrell at brett.littrell@arUSD.org. Contractors with questions or comments about the RFP or the Project should not contact any other District representative, consultant, or employee, unless directed to do so.

The District intends to select a contractor based on the overall quality of its Proposal and not on price alone. The District reserves the right to request additional information or clarification during

its evaluation process, to negotiate changes, to negotiate prices, and to accept responses to the RFP that it considers to be in the best interest of the District, or to reject any or all responses to the RFP

Proposals shall be made upon the forms attached, and properly executed. Proposals shall be written in ink or typed before submission. Proposals are to be verified, as they cannot be corrected after they are opened. The signature of all persons signing shall be by hand. The completed forms must not contain any erasures, interlineations or corrections unless each such correction is suitably authenticated with the initials of the person signing the Proposal.

Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered. Proposals should include the following information: company name, EIN, contact name, address, phone number, e-mail address, fax and signature and date of signature of an authorized person.

Before submitting a Proposal, Proposers shall carefully examine specifications and all forms. They shall fully inform themselves as to all existing conditions and limitations, and shall ensure that unit cost and total cost is reflected in the Proposal. No allowance will be made because of lack of such examination or knowledge.

All Proposal prices must include all costs, including, but not limited to, variable costs; such as: labor, fuel, containers, and utilities.

No Proposal shall include California sales or use tax, or Federal excise tax.

Additional fuel surcharges on invoices will not be accepted, as delivery is F.O.B destination with any delivery costs to be included in Proposal pricing.

No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the price proposal.

Each proposer is responsible for the delivery of their proposals. If the proposal is delivered late or to the wrong address, by any delivery method, the bidder bears full responsibility. Proposals shall be enclosed in a sealed envelope bearing the description of the proposal and the name of the proposer. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened.

All responses to this RFP must be received by Monday September 12, 2022, no later than 3:00 P.M.

5. ADDENDA

Any addenda issued by the District shall be covered in the proposal and shall be made a part of the proposal. It is the sole responsibility of the proposer to remain apprised of changes to this RFP.

6. WITHDRAWAL

Any proposer may withdraw their proposal, either personally or by written request, at any time prior to the scheduled time for receiving the proposals. No proposer may withdraw their proposal for a period of sixty (60) days after the proposal due date and time.

7. AWARD OR REJECTION

Award will be made to the Bidder whose proposal demonstrates the most responsive and advantageous proposal to the District. The District shall not be obligated to accept the lowest cost proposal, but will make an award in the best interests of the District after all factors have been evaluated.

THE DISTRICT RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECT OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT BE CONFINED TO COST ALONE.

False, incomplete, or non-responsive statements in connection with the proposal may be deemed sufficient cause for rejection. The District shall be the sole judge in making such determination.

The District reserves the right to cancel or discontinue with the proposal process and reject any or all proposals in the event it determines that there is no longer a requirement for the furnishing of such items, materials, equipment and/or services, funding is no longer available for this proposal, or it is otherwise in the District's best interest to cancel the proposal process.

8. EXAMINATION OF CONTRACT DOCUMENTS

Proposers shall thoroughly examine and be familiar with all RFP documents. The failure or omission of any proposer to receive or examine any contract documents, forms, instruments, addendum(a), or other documents shall in no way relieve any proposer from obligations with respect to this contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

9. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may submit a written request for interpretation or clarification to Brett Littrell by the date specified above. Any interpretation or clarification of the documents will be posted on the District's website for all to have access on the date specified above. The District will not be responsible for any other explanation or interpretation of the proposed documents.

10. PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL

No person, contractor or corporation shall be allowed to make or file or be interested in more than one proposal for the same items, unless alternate proposals are called for. A person, contractor or corporation submitting a sub-proposal to a proposer, or who has proposal prices on materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other

proposers. No person, contractor or corporation shall be allowed to proposal who has participated in the preparation of contract specifications; a proposal by such a person, contractor or corporation shall be determined to be nonresponsive.

11. EQUAL PROPOSALS

When proposals are equal they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.

12. CONDITIONAL PROPOSAL

The District reserves the right to reject any proposal which imposes conditions, or terms, on purchases which were not specified in the original proposal document.

13. DEMONSTRATIONS

If the District considers a need, proposers shall be required to arrange demonstrations of items. Failure to be able to provide such working demonstration may disqualify the proposal.

(a) Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will upon request be returned at the proposer's expense.

(b) All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in conjunction with furnishing articles for inspection shall be borne by the proposer.

14. PRICE PROPOSAL

The District is requesting Proposers to provide a price proposal with multiple components. These include, (1) the pricing for all of the components and features of the overall Project in the detail indicated in this RFP, and (2) the complete and final price for the Project as defined in this RFP. This shall include all project management services, testing, and associated labor.

The District will expect the contractor awarded the contract to agree to these prices for the duration of the Project scope as defined in this RFP. If your firm will be demanding an inflation escalator in these prices or any other change, you must specifically indicate that in detail in your response to this RFP.

15. CONTRACT DOCUMENTS/AGREEMENT

The form of the Agreement which the successful proposer will be required to execute and return with its proposal is included in the RFP documents and should be carefully examined by the proposer. The Agreement will be executed in two (2) original counterparts. The complete contract documents consist of the following: The Notice to Proposers, the Information for Proposers, and the Agreement; including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, transportation, and services necessary for the proper delivery of all items called for in the Contract Documents.

16. TERM AND CONTRACT RENEWAL

This proposal is for an initial term of three (3) years. If mutually agreeable, the District reserves the right to renew the contract for up to two (2) additional years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by written mutual agreement of the District and Contractor at least thirty (30) days prior to the expiration of the initial term.

17. ASSIGNMENT

No assignment by the proposer of any contract to be entered into hereunder or any part thereof, or of funds to be received by the proposer, will be recognized by the District without the prior approval of the District.

18. TERMINATION FOR CONVENIENCE

The District, upon thirty (30) days written notice to proposer, may terminate the contract. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this proposal. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, the proposer shall be entitled to no further compensation or payment of any type from the District.

19. TERMINATION FOR DEFAULT

If the proposer refuses or fails to perform all or any part of its obligations, or fails to perform all or any part of its obligations in a timely manner, or if the proposer should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its sub-contractors should violate any of the provisions of this contract, the District may serve written notice upon him of its intention to terminate the contract. Such notice to contain the reasons for such intention to terminate the contract. Unless such violation(s) cease and arrangements satisfactory to the District for the correction thereof have been made within ten (10) days after the serving of such notice, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

20. DAMAGES

The District shall hold the successful proposer liable and responsible for all damages which may be sustained because of the proposer's failure to comply with any conditions herein. If the successful proposer fails to furnish or deliver any material, supplies or equipment at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful proposer. Costs accrued by the District for a purchase resulting from a failure to perform, shall be invoiced to the successful proposer or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. In addition, a charge of \$50.00 will be assessed to cover administrative costs for processing of third party orders resulting from non-performance.

21. ETHICS

The District expects the proposers to maintain high ethical standards in engaging in the competitive procurement process. The proposal amount of one proposer should not be divulged to another before the award of the contract. The District may consider any proposer found to be engaging in such practices to be non-responsible and may reject its proposal.

22. EQUAL EMPLOYMENT OPPORTUNITY

In the execution of this contract, the successful proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The proposer shall take actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. Proposer must complete and sign the Equal Employment Opportunity Statement which must be attached.

23. TOBACCO-FREE DISTRICT

The District has been designated as tobacco-free. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles. Proposers must sign the Tobacco-Free Certification form which must be attached.

24. DRUG-FREE WORKPLACE

The Drug-Free Workplace Certification form is required from all successful proposers pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990. Proposer must sign the Drug-Free Workplace Certification which must be attached.

25. FILING A PROTEST

A proposer may protest a bid award if he/she believes that the award was inconsistent with Board policy, the RFP specifications, or was not in compliance with law. A protest must be filed in writing with the Superintendent or designee within five (5) working days after receipt of notification of intent to award the contract. The proposer shall submit all documents supporting or justifying the protest. A failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the claims and render a decision in writing within thirty (30) working days. The Superintendent or designee may also convene a meeting with the proposer in order to attempt to resolve the problem.

The proposer may appeal the Superintendent or designee's decision to the Board by providing written notice to the Superintendent no later than three (3) business days following the date of issuance of the District's written decision regarding the protest. The Superintendent or designee shall provide reasonable notice to the proposer of the time for Board consideration of the protest. The Board's decision shall be final.

26. WORKERS' COMPENSATION INSURANCE

The District does not furnish workers' compensation insurance for employees of proposer. It is understood that proposers' employees and agents are not District employees.

The proposer shall provide, during the life of this contract, workers' compensation insurance for all of his employees engaged in work under this contract. The proposer shall file with the District certificates of his insurance protecting workers. Failure to furnish such evidence may result in the District declaring the proposer to be non-responsive or non-responsible.

27. LIABILITY INSURANCE

The insurance required for this contract will be a minimum of:

Type of Coverage	Minimum Requirement
Commercial General Liability Including Bodily Injury, Personal Property Damage, Advertising Injury, and Medical Payments. Each Occurrence General Aggregate	 \$1,000,000 \$2,000,000
Professional Liability (Errors and Omissions)	\$3,000,000
Automobile Liability Insurance – Any AutoEach Occurrence General Aggregate	\$1,000,000 \$2,000,000
Workers Compensation	Statutory Limits
Employer’s Liability	\$1,000,000
Cyber Insurance	\$2,000,000

The proposer shall furnish proof thereof in the form of a Certificate of Insurance within thirty (30) days of the effective date of this contract. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements, shall be delivered to the District within thirty (30) days prior to the expiration of the term of any policy required herein.

Any general liability policy provided by the proposer shall contain an endorsement which applies its coverage to the District, members of the District’s board of trustees, and the officers, agents, employees and volunteers of the District, individually and collectively, as additional insureds.

Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor’s profession with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate. If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. At least a 5-year tail when written on a claims made form is required.

Waiver of Subrogation. Contractor hereby grants to District a waiver of any right to subrogation which any general liability, auto liability, workers’ compensation and umbrella insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer. This may be done either by policy endorsement or inclusive policy language.

Certificates and insurance policies shall include the following clause:

“This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District stating the date of cancellation, reduction or adverse change respecting such insurance. The date of cancellation, reduction or adverse change may not be less than thirty (30) days after date of mailing notice.”

After receiving written notice of cancellation of insurance, proposer shall have ten (10) days to provide other policies of insurance similar to the canceled policies and acceptable insurance. If such replacement coverage is not provided, the District may immediately terminate the contract.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the proposer’s responsibility for payment of damages resulting from operations under this contract.

28. HOLD HARMLESS

The proposer shall hold harmless and indemnify the District and the Board of Education, its officers, agents and employees from every claim or demand that may be made by reason of:

- a) Any injury, however caused, to person or property sustained by the proposer or by any person, contractor, or corporation employed directly or indirectly by him upon or in connection with this performance under the contract.
- b) Any injury to person or property sustained by any person, contractor, or corporation, caused by any act, neglect, default, or omission of the proposer or of any person, contractor, or corporation, directly or indirectly employed by him upon or in connection with his performance under the contract.
- c) Any liability that may arise from the furnishing or use of any copyrighted or non-copyrighted composition, secret process, or patented or non-patented invention under the purchase order. The proposer, at his own expense and risk, shall defend any legal proceeding that may be brought against the District or the Board, their officers or employees, on any such claim or demand, and satisfying any judgment that may be rendered against them.

29. BASIS OF AWARD

The District invites qualified Companies to submit proposals related to its ability to provide services with respect to the Project described herein. In general, the Company selected as a result of this process will enter into a negotiated contract/agreement with the District to perform the scope and hereafter work cooperatively with the District Board, staff, and consultants to facilitate the timely completion of the Project. The District wishes to retain a Company that has the management and expertise to assist the District with delivering the Project within the proposed schedule. The Company will be selected based on demonstrated competence that includes relevant experience and a proven track record for cost-efficient and timely document scanning/indexing projects. The District shall not be obligated to accept the lowest cost proposal, but will make an award in the best interests of the District after all factors have been evaluated.

Description	Total Possible Points
Cost/Pricing	25
Completeness, Quality, and Scope of Response	25
Experience and References	20
User Experience	15
Local Business	15
Maximum Points	100

Selection Committee

A Selection Committee will be established to review and evaluate all proposals submitted in response to this RFP. The Evaluation Committee will consider only those proposals which have been considered responsive to the proposal. The Evaluation Committee may also contact and evaluate the Bidder's and the Subcontractors references; contact any Bidder to clarify any response; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. Any proposal which fails to meet the requirements of the proposal will be considered non-responsive and may be rejected.

The District reserves the right to reject all proposals. The District further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the District to do so.

District's Evaluation Process

The District will evaluate and review all submitted documents received by the deadline.

Submittals will be reviewed for responsiveness and evaluated pursuant to established criteria, with particular attention to, without limitation, each respondent's qualifications, demonstrated competence in similar projects, options provided in proposal, and the Company's ability to integrate its personnel with the District's staff and consultants.

If a commitment is made, it will be to the most qualified respondent with whom the District is able to successfully negotiate the terms and conditions of the required agreement documents.

Final selection of a Firm, terms and conditions of any and all agreements and authority to proceed with purchasing services, shall be at the discretion of the District.

The District reserves the right to reject proposals, reject any part of a proposal, amend the RFP, and to discontinue or re-open the process at any time.

30. CONTACT WITH GOVERNING BOARD

Agents of any company, or any related associates, are prohibited from making any direct or indirect contact with any Board member during the proposal process on any project on which the agent intends to or has submitted a proposal. Any agent, or associate, violating this policy shall be deemed disqualified from this contract opportunity. Should such contact come to light after the contract is awarded and the entity was deemed the successful contractor, the Board reserves the right to cancel any contract awarded.

31. PRIVACY

The District will open and review proposals privately to assure confidentiality and to avoid disclosure of the contents to competing companies prior to and during the review and evaluation process. The District, may, upon applicable request, disclose any proposal to the extent it is a public record in accordance with California law. All information submitted is to be considered public knowledge and will be subject to the Public Records Act or any other applicable laws.

32. GOVERNING LAW AND VENUE

In the event of litigation, the proposal documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Riverside County.

33. ATTORNEY’S FEES

If suit is brought by either party to this contract to enforce any of its terms, including all component parts of the contract documents, and the District prevails in such suit, the proposer shall pay all litigation expenses incurred by the District, including attorney’s fees, court costs, expert witness fees and investigation expenses.

34. CALIFORNIA PUBLIC RECORDS ACT (CPRA)

Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250, *et seq.* Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure.

The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Contractor that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a CPRA request for any of the contents of a response marked “Confidential,” “Proprietary,” or “Trade Secret,” the Contractor agrees, by submission of its response for the District’s consideration, to defend and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the CPRA.

35. SCOPE OF WORK:

The selected Contractor shall meet the following requirements:

A. Pick-up and Turnaround Time.

(i) Pick up District documents for scanning, imaging, indexing from designated District sites. Contractor is responsible for the pick-up of the District documents. The District will be responsible for preparing the documents boxed prior to pick-up.

(ii) Work with District to mutually develop a procedure, as well as a pickup and delivery schedule. Time is of the essence.

(iii) Comply with District’s requested pick up locations.

B. Transportation of Documents.

(i) Transport all documents in closed, climate-controlled vehicles. If magnetic media is involved, all items shall be placed in magnetic protection containers within the applicable vehicles.

C. Tracking and Inventory of Documents.

(i) Inventory and acknowledge the receipt of all items and maintain an automated tracking system, which allows for the retrieval of any document that is within the Contractor's control.

(ii) Any discrepancies between the District's departmental inventory transmittal and the items received by the Contractor are to be resolved within ten (10) calendar days.

(iii) Upon completion services and before returning (or destroying) records to the District, perform a final quality control step. This quality control step should compare the final output to the District's manifest to the Contractor to ensure that every document has been digitized and indexed. The contractor shall provide a report to the District, which compares the documents provided to the final output with each product delivery. The District will work collaboratively with the Contractor regarding this step.

(iii) All documents processed or retained by must be exportable to an industry-standard format, like PDF, with full metadata related to the documents. This process must be accomplished both individually and en masse, as needed.

D. Preparation Requirements.

(i) For documents to be scanned, Contractor shall perform "Document Preparation" as necessary to scan all files. This includes removing all staples and paperclips, repairing all torn documents with non-reflective tape, straightening all folded plans, mounting any irregular size memorandum on standard 8 ½ x 11 or 8 ½ x 14 paper and otherwise making the documents ready for processing.

(ii) Ensure all Post-its or Sticky Notes on documents are captured in the scanning process.

E. Quality, Production and Pricing.

(i) Preserve all data in a form identical to, or functionally equal to, the original record.

(ii) Provide a unique file name to each scanned image, which will be provided by the District-based on recognized form type and ensure all documents in each file are organized appropriately and pertain to the file's title and original order of files.

(iii) Rotate documents to provide maximum readability (e.g. letter shall be displayed in proper orientation without needing to rotate before viewing).

(iv) Provide District the ability to upload existing electronic/PDF documents into indexing system in masse through standard and secure protocols.

(v) Do not scan blank documents.

(vi) Perform a consistency check on 20% of the images to assess image clarity, orientation, and accuracy.

(vii) Calibrate and maintain systems (maintain consistency of output as described in ANSI/AIIM MS44-1988 (R1993) Recommended Practice for Quality Control Image Scanners). Ensure that scanning system is free from dust and other particles; maintain calibration through each shift; use appropriate technical targets and procedures as defined by manufacturer.

(viii) Report and discuss with District contact any problem images that cannot be captured to meet benchmark specifications.

(ix) Inspect archived blueprints/maps for quality and consistency.

(x) Post process digital images – (cropping, de-skewing, de-speckling, image rotation).

(xi) If a document has more than one page, scan the document as a single file multi-page document.

(xii) Provide disaster recovery policy.

(xiii) Provide alternative to access data or offline resource in the event of cancellation of services.

(xiv) Provide District the ability to upload existing electronic/PDF documents into indexing system in masse through standard secure protocols.

(xv) Provide disaster recovery policy.

F. Confidentiality, Accuracy and Security of District Documents.

(i) Maintain documents in safekeeping from time of receipt and while in Contractor possession.

(ii) Keep all documents confidential and secure, which includes using secure network practices and maintaining documents in a physical location that is secure and dry.

(iii) Keep documents in an established business location that provides security and supervision. The District requires safeguards against theft, loss, and/or damage to be maintained at the highest levels. Contractor will be held responsible and fined up to \$500 (per page) for lost, stolen or damaged documents.

(iv) Prohibit the unauthorized reproduction or duplication of any District documents.

(v) Comply with all requirements within the Data Privacy Agreement, attached hereto.

G. Record Accessibility

(i) In the event a document is needed while in Contractor's possession, within one (1) business day of making a request, provide access to designated District Staff to original District documents supplied to the Contractor for Scanning/Digital Image and Indexing Conversion Services. Afterwards, and upon District's request, the Contractor shall pick up the document(s).

(ii) Store scanned documents in Contractor's digital platform and accessible by multiple district employees/departments for the duration of the Agreement. Access to records will be based on Role-Based Access Control, and the role will be based upon attributes sent by the SSO provider using SAML V2 with assertion data. This assertion data may take the form of a single data field or multi-data field. The service provider must search for specific data to use as criteria to assign the proper role in a multi-data area.

(iii) Agree that all documents/data are the property of the District and promptly return or destroy, upon completion of the work, or at District request, return all documents in substantially the same condition as obtained.

The District expects the following type of documents will need to be serviced:

1. Letter and Legal-size documents (Anticipated largest is 11" x 17")
2. Large Blueprints/Maps (potential quantity unknown)
3. Pictures

36. SPECIFICATIONS

Proposals shall include all information solicited in this RFP. Responses to this RFP must include all specifications included hereto. Respondents should not withhold any information from the written response.

Letter of Interest:

The letter should include general information about the Firm, including: description of all services offered, the total years in business, number of employees, office location(s) etc. Include name, phone and email for authorized contact concerning proposal. Please reference and provide with the "Contractor Profile" on page 27.

Proposed Project Work Plan:

Provide an outline detailing your approach and concept of the project.

Proposed Fees:

Pricing for indexing services: Provide a total price per image per document, which includes prepping and indexing. This project will extend beyond the 2022/2023 fiscal year. Please provide a price escalation rate for an additional three years of service if applicable.

Pricing for scanning images of existing blueprints/maps (conversion): Provide a total price per image to create digital image. Provide total price per document for reassembly and return of documents during regularly scheduled pickup. Price must include prepping and indexing.

Pricing for scanning/digital imaging services (small documents): Provide a total price per image for scanning 8 ½ x 11 regular formatted documents. Provide a total price per document for reassembly and return of documents during regularly scheduled pickup.

Pricing for scanning/digital imaging services (large documents): Provide total price per image for scanning 8 ½ x 14 large/legal formatted documents. Provide total price per document for reassembly and return of documents during regularly scheduled pickup.

*This project will extend beyond the 2022/23 fiscal year. Please provide a price escalation rate for an additional three years of service, if applicable.

Technical Proposal:

The following issues should be fully responded to in the proposal in concise narrative form, do not solely indicate ‘Yes’ or ‘No’. Each issue shall be referenced and presented in the following order:

Please provide a list of security measures your company follows to safeguard the information contained within your customer’s documents. For example, does your company use security badges for its employees? How often are your servers backed up? Are background checks performed on your employees? Please elaborate.

Please provide your company’s procedures for tracking inventory (customer’s documents) once they are picked up from your customers. What tracking system do you use and how is it implemented? Please elaborate.

Please provide a list of equipment your company uses for scanning and indexing original to scanned images. Include the make and model number of the equipment, how much equipment you have, and the current version of scanning software being utilized. Also, explain your process of creating PDF images and indexing. Please elaborate.

Please describe the proposed hardware platform, supporting peripheral equipment, software tools and backup and recovery system used by your company.

How large (in square feet) is the storage facility where documents will be stored, scanned and indexing conversion services performed?

What is the physical address of the facility where the documents will be stored and the scanning and indexing conversion services will be performed?

How is customer support handled within the company?

Is your system a cloud-based solution or district-server based solution? If district-server based solution, provide separate cost of equipment. If cloud-based solution provide cost for 3-year

commitment. How many years has it been available and what is the software version?

Please provide an estimate of how long you will possess the records in order to complete processing.

Please answer "yes" or "no" to the following requirements about the facility being used to perform scanning and indexing conversion services.

- Air-conditioned facility..... Yes No
- Security alarm system..... Yes No
- Fire sprinkler system..... Yes No
- Will District records be above the floor in facility Yes No
- Facility fitted with Fire Suppression System..... Yes No

Does your company use its own vehicles to transport documents? Does your company transport the documents in closed vehicles? Are your vehicles air-conditioned?

What method does your company use to straighten out the documents before scanning?

The questions below ask each Contractor to provide the District turnaround times for various scanning and indexing conversion requests. The response should include the pickup and delivery days.

*Please note that the reference to 80,000 documents used in the questions below is used for illustration purposes only and does not constitute the average District pick-up. The number of District documents to be picked up may be higher or lower depending on work flow at the time. The Contractor awarded the contract will be expected to meet or exceed the proposed turnaround times. If the chosen Contractor cannot meet their proposed turnaround times, the District will have the option of canceling the contract.

1. Please provide the turnaround time for scanning 80,000 8 ½ x 11 documents, including prepping and indexing for conversion.
2. Please provide turnaround time for scanning 80,000 8 ½ x 14 documents, including prepping and indexing for conversion.
3. Please provide the turnaround time for scanning 5,000 blueprint/map documents, including prepping and indexing conversion.

II. AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the Alum Rock Union Elementary School District, a school district organized and existing under the laws of the State of California (“District”), and _____ (“Contractor”) for:

RFP No. 2223-TECH01 DOCUMENT SCANNING/DIGITAL IMAGE AND INDEXING CONVERSION

In consideration of the mutual covenants contained in this Agreement, the District and Contractor agree as follows:

1. **THE CONTRACT DOCUMENTS:** The complete contract consists of the following Contract Documents, which are hereby incorporated by this reference:

Notice to Bidders Information to Proposers
Agreement
Contractor Profile
Proposal Form
Non-Collusion Affidavit
Workers Compensation Certification
Equal Opportunity Statement
Drug-Free Workplace Certification
Tobacco Free School Certification
Debarment and Suspension Certification
Fingerprinting Certification
Data Privacy Addendum

The Contract Documents shall include all modifications duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the “Contract Documents” or the “Contract.”

2. **CONTRACT TERM:** The term of this Agreement shall commence upon execution of this agreement by all parties. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement. The term of this Agreement shall be for three (3) years from the award date. Upon mutual agreement by both parties (i.e., Contractor and the District), this agreement may be renewed for an additional two (2) term.

3. SERVICES, MATERIALS AND SUPPLIES: The Contractor agrees to furnish the item(s) or services of the stated proposal listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the Specifications and other Contract Documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said Contract before date of delivery. It is understood by the Contractor that all items or service will be promptly delivered to the District.

4. CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including any applicable sales, use or other taxes or costs, the sum of which is based on the amounts stipulated on the accepted proposal.

5. PAYMENTS. The Contractor shall submit a detailed invoice that includes, at a minimum, the purchase order number and detailed list of the item(s) ordered, which shall also be provided in duplicate at the time of delivery. District shall pay Contractor the full amount of each invoice within thirty (30) days of receipt. Contractor shall furnish District with a recap of items upon request.

6. TERMINATION FOR DEFAULT: If Contractor fails or neglects to supply or deliver any of the goods, articles, or service at the prices named in the Contract Documents, the District may, without further notice or demand, cancel and rescind this Contract or may purchase said goods, supplies, or services elsewhere, and hold Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of Contractor in performing any of the terms and conditions of this Contract. It is specifically agreed that time shall be of the essence of this Agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

7. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may, in its sole discretion, apply such withheld amount or amounts to the payment of such claims.

8. EXTRA OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the Contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and the District provides its written consent.

9. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon full execution of this Agreement by the parties. The Contractor is obligated to completely and satisfactorily perform the Contract within the time period(s) specified in the Contract Documents.

10. THE DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall remedy such defect in a manner satisfactory to the District.

11. REMOVAL OF REJECTED ITEMS: All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

12. PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either Party the Contract shall be physically amended to make such insertion or correction.

13. HOLD HARMLESS: Contractor agrees to defend and hold harmless the Alum Rock Union Elementary School District, its Board, officers, directors, agents, employees, and independent contractors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits actions, payments, judgments (including legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the Contractor or any of its officers, employees, agents, or subcontractors; or (b) arise from any act, omission, or breach by the Contractor or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The foregoing shall include, without limitation, all claims, demands, actions, liens, judgments, damages, losses, costs or expenses, or other liabilities incurred by reason of:

(i) Liability for (a) death or bodily injury to persons; (b) damage or injury to, loss (including theft), or loss of use of, any property; (c) any failure or alleged failure to comply with any provision of law or the contract documents; or (d) any other loss, damage or expense, sustained by any person, contractor or corporation or in connection with the work or services called for in the Contract Documents.

(ii) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of the Contractor or any person, contractor or corporation employed by the Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, contractor or corporation, including the District, arising out of or in any way connected with the work or services covered by the contract documents, whether said injury or damage occurs either on or off the District's property.

(iii) Any dispute between the Contractor and any Subcontractor, supplier, surety or other party, including, without limitation, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any subcontractor or material suppliers of any tier or any other person employed in connection with the work or services, and/or filing of any stop payment notice or mechanic's lien claims.

(iv) Breach of any warranty, express or implied.

(v) Failure of the Contractor or its subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement.

(vi) Products installed in or used in connection with the work or services performed.

(vii) This obligation to defend, indemnify, and hold harmless includes any actions by third parties under Labor Code section 2810.

14. ATTORNEYS' FEES: If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the Contract Documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.

15. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor and is not an officer, employee or agent of the District.

16. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Information to Proposers. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor. The Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

17. CONDITIONAL PROPOSAL: The District reserves the right to reject any proposal which imposes conditions or terms on purchases which were not specified in the original proposal document.

18. NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Governing Board for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

19. TERMINATION: This Agreement may be terminated by the District upon thirty (30) days written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this Contract.

20. AUTHORITY TO EXECUTE: The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

21. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date set forth above.

CONTRACTOR:

DISTRICT:

Alum Rock Union Elementary School District

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Governing Board Approval Date: _____

III. CONTRACTOR PROFILE

Please include the following information, and responses to the following questions in your proposal:

- 1.) Company name, address, telephone number, email address, webpage address.
- 2.) Provide the location of your local office nearest the District, your main office if different.
- 3.) A brief history of the company.
- 4.) California Business license number(s). Indicate if the Firm's license(s) has been revoked or suspended within the last five (5) years.
- 5.) Number of years in business.
- 6.) Number of full-time employees.
- 7.) Names of senior management (if a local office for a company with national representation, local office senior management).
- 8.) Signatory status of officer(s) of the company.
- 9.) Type of business (e.g., corporation, partnership, etc.).
- 10.) Provide a claims statement indicating any and all suits or claims in which the contractor or its personnel were parties and which related to public school projects in the last five (5) years. If a suit or claim was limited to a claim from a subcontractor to the Firm or a supplier to the Firm and did not include a project's owner, it is not necessary to include that suit or claim in your claims statement.
- 11.) Prior Relevant Experience:

List a minimum of three (3) projects contractor has completed in the last five (5) years that have a similar scope and size of the Project identified herein. For these projects, please provide:

- i) Project name / identification.
- ii) Project address / location.
- iii) Project owner, contact person, and telephone number that may be used as a reference. If the project was performed for a general contractor or an electrical contractor, include names and contact information.
- iv) Scope of work.
- v) Original completion date.
- vi) Date completed.
- vii) Initial contract value/ final contract value

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IV. PROPOSAL FORM

The Alum Rock Union Elementary School District, acting by and through its Governing Board (“District”):

1. Pursuant to and in compliance with the Notice to Proposers and other documents relating thereto, the undersigned proposer, having familiarized the terms of the Contract, the Specifications, and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, all in strict conformity with the specifications and other contract documents, including Addenda Nos. _____, _____, _____, and _____ on file at the Purchasing Department of the District for the prices for the articles listed herein.
2. It is understood that the District reserves the right to reject this proposal in whole or in part; to waive informalities in the proposal or RFP process, and that this proposal shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this proposal.
3. It is understood and agreed that if written notice of the acceptance of this proposal is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening of the proposal, or at any time thereafter before this proposal is withdrawn, the undersigned agrees that after receipt of notification of award, the contract will be executed. Proposer will provide products and services in the time specified in the contract documents.
4. Notice of acceptance or request for additional information should be addressed to the undersigned at the address stated below.
5. Total amount of our proposal transferred from the last page of the proposal sheets is
\$ _____.

_____ Dollars

I, _____, the _____ of the proposer, hereby certify under
Name of Signer _____ Title _____
penalty of perjury under the laws of the State of California, that all of the information submitted by the Proposer in connection with this proposal and all of the representations made herein are true and correct.
Executed on this ___ day of _____, 2022 at
_____, _____, California.

City County
Legal Name of Proposer _____
Company

By _____
Signature of Authorized Officer or Agent Printed Name of Authorized Officer or Agent

NOTE: If proposer is a corporation, the legal name of the corporation shall be set forth above together with the signature of an authorized officer or agent; if the proposer is a partnership, the true name of the contractor

shall be set forth above together with the signature of the partner or partners authorized to sign contracts on

TO BE COMPLETED BY PROPOSER:

Business Address: _____

Telephone: _____

Fax: _____

E-mail: _____

behalf of the partnership; and if proposer is an individual, his name and signature shall be placed above.

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V. NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

State of _____
County of _____

_____ being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer had not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has directly or indirectly colluded, conspired, connived, or agreed with any proposer of anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signature of Corporate Office

Date

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WORKERS' COMPENSATION CERTIFICATE

VI.

Labor Code Section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations, of ability to self-insure and to pay any compensation that may become due to employees.
3. By securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees.

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

Proper Name of Contractor

By: _____

Title

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

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VII. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

“I hereby certify to the Alum Rock Union Elementary School District that I (if an individual) or we (if a company or corporation) do not discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin.”

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

VIII. DRUG-FREE WORKPLACE CERTIFICATION

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

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

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

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

I also understand that if the Alum Rock Union Elementary School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

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

Company Name

Signature

Printed Name / Title

Date

IX. TOBACCO-FREE SCHOOL CERTIFICATION

The Alum Rock Union Elementary School District Governing Board recognizes the health hazards related to the use of tobacco and tobacco products, including the breathing of second-hand smoke and desires to provide a healthy environment for students and staff.

Therefore, the Board, in the best interests of the District, its students, and its employees, and in accordance with State and Federal laws, requires the district to be tobacco-free in all district buildings, facilities, and vehicles owned, leased or operated by the Alum Rock Union Elementary School District.

Tobacco-free shall mean prohibition of the use of tobacco or tobacco products on any part of school district grounds or buildings, in district vehicles, and at any time by anyone on district property. This includes tobacco use by staff, students, parents, and other individuals at any district-sponsored event or activity.

Effective November 16, 2016 per the tobacco-free school policy set forth in Board Policy Number 3513.3 of the Alum Rock Union Elementary School District, a copy of which is stated above and is incorporated herein by reference; contractors, subcontractors and any officers, agents and employees of either of them shall be deemed visitors to the District while on District premises. Pursuant to the terms of the Policy, the use of tobacco, or any product containing tobacco or nicotine products by any visitor on school premises is prohibited.

By signing below, the undersigned acknowledges notice of Board Policy 3513.3 and remedies set forth herein.

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither _____ nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the proposer/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named proposer on the _____ day of _____, 2022 for the purposes of submission of this proposal.

(Corporate Seal)

BY _____
Signature

Typed or Printed Name

Title

Date

As the awardee under this contract, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the _____ day of _____, 2022, for the purposes of award of this contract.

(Corporate Seal)

BY _____
Signature

Typed or Printed Name

Title

Date

XI. FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement (“Agreement”):

- Contractor’s employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under 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. (Education Code § 45125.1 (c))

Date: _____

District Representative’s Name and Title: _____

District Representative’s Signature: _____

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor’s services under this Agreement and Contractor certifies its compliance with these provisions as follows: *“Contractor certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*
- Contractor’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:
 - The installation of a physical barrier at the worksite to limit contact with pupils.
 - Continual supervision and monitoring of all Contractor’s on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
 - Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the project site and the employees of the subcontractor(s) that will be on the project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

XI. I am a representative of the Contractor 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.

By: _____

Name: _____

Title: _____

Date: _____

XII. DATA PRIVACY ADDENDUM

This Data Privacy Addendum (“**Data Privacy Addendum**”) is entered into by and between _____

(“**Contractor**”) and Alum Rock Union Elementary School District, a California public school district (“**District**”). To the extent that any term or condition set forth in this Addendum conflicts with the Agreement, the provisions of this Addendum will control.

WHEREAS, District and Contractor desire to enter into an agreement for Document Scanning/Digital Image and Indexing services (“**Agreement**”);

WHEREAS, District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (“**AB 1584**”) (codified in Education Code section 49073.1), the California Education Code, the Children’s Online Privacy Protection Act (“**COPPA**”), and the Family Educational Rights and Privacy Act (“**FERPA**”);

WHEREAS, District and Contractor desire to modify certain terms of the Agreement to accommodate the best interests of both Parties and to ensure compliance with applicable state and federal laws, school policies, procedures, and applicable regulations as specifically provided herein.

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

1. **Incorporation by Reference**. The terms and conditions of the Agreement and any addenda are incorporated herein by reference.
2. **Term**. The term of this Data Privacy Addendum shall expire on the termination date stated in the Agreement or in any addenda to such Agreement, whichever controls.
3. **Use**. Contractor shall not use any information in a Student Data¹ for any purpose other than those required or specifically permitted by the Agreement. Contractor shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this Data Privacy Addendum with respect to the data shared under the Agreement. Contractor shall not sell or otherwise derive a benefit from sharing information in a Student Data with a third party. Contractor shall enter into written agreements with all subcontractors performing functions pursuant to the Independent Contractor Agreement, whereby the subcontractors agree to protect Student Data in manner consistent with the terms of this Data Privacy Addendum.
4. **Ownership**. All Student Data obtained by Contractor from District continues to be the property of and under the control of the District. The District retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.

¹ “Student Data” includes any information directly related to a pupil that is maintained by the District or acquired directly from the pupil. Pupil Records do not include de-identified information (information that cannot be used to identify an individual pupil) used: (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator’s products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.

5. **Export.** Contractor shall provide a means by which its employees, when so authorized, can search and export Student Data through reasonable procedures such that the District can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information.
6. **Disposition.** Upon written request Contractor shall dispose or delete all Student Data obtained under the Independent Contractor Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Agreement authorizes Contractor to maintain Student Data obtained under the Agreement beyond the time period reasonably needed to complete the disposition. Contractor shall provide written notification to District when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the Data Privacy Addendum.
7. **Security.** Contractor shall take actions to ensure the security and confidentiality of Student Data, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Student Data.
 - a. Contractor shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the Agreement. Contractor shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Contractor's control. When the Service is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. If Contractor hosts content pursuant to the Agreement, Contractor shall ensure that content is in a secure server environment that uses a firewall and other advanced technology in an effort to prevent interference or access from outside intruders. Where applicable, the Contractor will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.
8. **Targeted Advertising.** Contractor shall not use Student Data, or any data derived from Student Data, to perform or deliver targeted advertising to students.
9. **Breach Protocol.** Upon becoming aware of any unlawful or unauthorized access to Student Data stored on equipment used by Contractor or in facilities used by Contractor, Contractor will take the following measures:
 - a. promptly notify the District of the suspected or actual incident;
 - b. promptly investigate the incident and provide District with detailed information regarding the incident, including the identity of affected users; and
 - c. assist the District in notifying affected users, affected parents, legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Upon request from District, Contractor shall reimburse District for actual costs associated with notifying affected parties.

10. **Entire Agreement.** This Data Privacy Addendum constitutes the entire agreement between the Parties with respect to the subject matter herein. It supersedes, and the terms of this Data Privacy Addendum govern, any and all previous oral and written communications between the parties, their Affiliates, and their respective employees and representatives regarding these matters.

11. **Successors Bound.** This Data Privacy Addendum is and shall be binding upon the respective successors in interest to Contractor in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

IN WITNESS WHEREOF, the Parties execute this Data Privacy Addendum on the date set forth below.

CONTRACTOR: _____

DISTRICT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____