Board Office Use: Le	gislative File Info.
File ID Number	13-0458
Introduction Date	4-10-13
Enactment Number	13-0632
Enactment Date	4/1013 04



Community Schools, Thriving Students

## Memo

vicinio	
То	The Board of Education
From	Tony Smith, Ph.D., Superintendent  By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  Warran Action  Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	4/10/13
Subject	Professional Services Contract - Razvi, Inc. dba Copyrite San Ramon CA (contractor, City State) LCI/Textbook Services (site/department)
Action Requested	Approval of a professional services contract between Oakland Unified School  District and Razvi, Inc. dba Copyrite Services to be primarily provided to LCI/Textbook Services for the period of 03/27/2013 through 06/28/2013.
Background A one paragraph explanation of why the consultant's services are needed.	Copyrite has been providing Oakland Unified School District printing services to include surveys, professional development materials and Open Court consumables/workbooks for the last 9 years. Copyrite purchased the rights to reproduce the consumables from the publisher, thereby saving the District significant amounts of funds.
Discussion One paragraph summary of the scope of work.	Consultant will bind, print and deliver 22,382 Open Court consumables/workbooks to all elementary schools and the District Textbook Warehouse, ensuring that all OUSD students have the required instructional materials on the first day of the 2013-14 school year.
Recommendation	Approval of professional services contract between Oakland Unified School  District and Razvi, Inc. dba Copyrite Services to be primarily provided toLCI/Textbook Services for the period of03/27/2013 through06/28/2013
Fiscal Impact	Funding resource name (please spell out) Lottery Funds not to exceed \$ 261,750.38
Attachments	<ul> <li>Professional Services Contract including scope of work</li> <li>Fingerprint/Background Check Certification</li> <li>Commercial General Liability Insurance Certification</li> <li>TB screening documentation</li> <li>Statement of qualifications</li> </ul>

Board Office Use: Legi	slative File Info.	
File ID Number	13-0458	
Introduction Date	4-10-13	
Enactment Number	13-0032	1
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#### **PROFESSIONAL SERVICES CONTRACT 2012-2013**

This Agreement is entered into between the Oakland Unified School District (OUSD) and Razvi, Inc. dba Copyrite (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in

to p	perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The ties agree as follows:
1.	<b>Services:</b> The CONTRACTOR shall provide the ("Services" or "Work") as described in <b>Exhibit "A,"</b> attached hereto and incorporated herein by reference.
2.	Terms: CONTRACTOR shall commence work on <u>03/27/2013</u> , or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than <u>06/28/2013</u> .
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed <a href="Two-Hundred Sixty One Thousand Seven Hundred Fifty and Thirty Eight">Two-Hundred Sixty One Thousand Seven Hundred Fifty and Thirty Eight</a> Dollars (\$261,750.38). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.
	If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.
	OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows:
	Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.
	The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.
4.	Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
	<ol> <li>Individual consultants:</li> <li>Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.</li> </ol>
	Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
	☐ Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
	<ol> <li>Agencies or organizations:</li> <li>Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.</li> </ol>
5.	
6.	CONTRACTOR Qualifications / Performance of Services.
	CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained experienced competent and fully licensed to provide

the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and,/or regulations, as they may apply.

Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

Notices: All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

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Professional Services Contract OUSD Representative:	CONTRACTOR:	
Name: Wayne Garvin	Name: Razvi, Inc. dba Copyrite	
Site /Dept.: LCI/Textbook Services	Title: President/Owner	
Address: 6551 Steel Street, Library Annex	Address: 12657 Alcosta Blvd., #170	
Oakland, CA 94619	San Ramon CA 94583	

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

Phone: (925) 242-1200

#### 8. Invoicing

Phone: (510) 336-7519

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

- Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
- 2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
- 9. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD'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. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

#### 10. Insurance:

- 1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
  - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the 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 will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- iii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

#### OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

#### Professional Services Contract

- 12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 13. **Anti-Discrimination**. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
- 14. **Drug-Free / Smoke Free Policy**. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 16. Copyright/Trademark/Patent/Ownership. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  - 1. Tuberculosis Screening
  - 2. Fingerprinting of Employees and Agents. 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 CONTRACTOR 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 OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD 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. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial:

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

- 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 expressly provided herein.
- 21. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

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#### **Professional Services Contract**

- 22. Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD'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 OUSD 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 for the services performed in connection with this Agreement.
- 23. Confidentiality. The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 25. Integration/Entire Agreement of Parties. 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 both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. Contract Contingent on Governing Board Approval: The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. 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.
- 30. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)

Anticipated start date: 03/27/2013 Work shall be completed by: 06/28/2013 Total Fee: \$261,750.38

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education
Superintendent or Designee

Date

Razvi, Inc. dba Copyrite
Print Name, Title

File ID Number: 13-458
Introduction Date: 4(9) 3

By: 0.2

Enactment Number: Enactment Date:

Summary of terms and compensation:

#### **EXHIBIT "A" Scope of Work**

#### **DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR'S entire Proposal is <u>not</u> made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda - Must accurately align with scope of work below.

Consultant will bind, print and deliver 22,382 Open Court consumables/workbooks to all elementary schools and the District Textbook Warehouse, ensuring that all OUSD students have the required instructional materials on the first day of the 2013-14 school year.

	SCOPE OF WORK
Ra	azvi, Inc. dba Copyrite will provide a maximum of hours of services at a rate of \$ per hour for a
	al not to exceed \$261,750.38 . Services are anticipated to begin on 03/27/2013 . and end on 06/28/2013 .
	Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.
	Consultant will bind, print and deliver 22,382 Open Court consumables/workbooks to all elementary schools and the District Textbook Warehouse, ensuring that all OUSD students have the required instructional materials on the first day of the 2013-14 school year.
2.	<b>Specific Outcomes:</b> What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will) and measurable outcomes (Participants will be able to). NOT THE GOALS OF THE SITE OR DEPARTMENT.
	Copyrite has been providing Oakland Unified School District printing services to include surveys, professional development materials and Open Court consumables/workbooks for the last 9 years. Copyrite purchased the rights to reproduce the
	consumables from the publisher, thereby saving the District significant amounts of funds.
3.	Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)
	✓ Ensure a high quality instructional core ✓ Prepare students for success in college and careers
	Develop social, emotional and physical health  Safe, healthy and supportive schools
	<ul> <li>☐ Create equitable opportunities for learning</li> <li>☐ Accountable for quality</li> <li>☐ High quality and effective instruction</li> <li>☐ Full service community district</li> </ul>

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#### **Professional Services Contract**

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4.	Plea	se s	nent with Single Plan for Student Achievement (required if using State or Federal Funds) select: ion Item included in Board Approved SPSA (no additional documentation required) – Action Item Number:		
			ion Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager er electronically via email of scanned documents, fax or drop off.		
		1.	Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.		
	2. Meeting announcement for meeting in which the SPSA modification was approved.				
	;	3.	Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.		
		4.	Sign-in sheet for meeting in which the SPSA modification was approved.		

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# Board of Education Oakland Unified School District

## CopyRite Background Information

CopyRite was founded by Asad Razvi in 1984, in Berkeley, California. Copyrite has been providing Oakland Unified School District printing and duplicating services for over 10 years. CopyRite has been reproducing the Open Court Readers from black line masters since 2004 for Oakland Unified School District and since 2003 for West Contra Costa Unified School District. CopyRite currently provides graphic design, print, fulfillment mailing and distribution of the following applications: Workbooks and Textbooks, Report Cards, Parent/Teacher Booklets, Tests, Pickup and Delivery Services. Today, CopyRite is a state-of-the-art print facility headquartered at Bishop Ranch in San Ramon, California, offering the following services:

#### **Documents**

CopyRite's comprehensive copy, print and design services include technical publications, construction specifications, brochures, booklets, postcards, posters and banners, training materials, books and many binding options. Extended services are files to CD, large format color printing, mounting, in-house laminating, assembly and distribution.

#### Reprographics

CopyRite Reprographics provides state-of-the-art document management services to public agencies, construction, architectural, and engineering firms, in addition to other industries. Printing, scanning, online storage of documents, and large format including posters and banners are examples of CopyRite's expertise, as well as fast turnaround pickup and delivery.

## Bios of CopyRite Primary Contacts

## Asad Razvi - Founder and President of Operations

As President and Founder, Mr. Razvi is responsible for the development and continuous refinement of the CopyRite vision, culture, processes and policies to better serve our clients. Asad also manages and takes full ownership of daily operations. He stays close to production until every customer expectation has been met.

12657 Alcosta Blvd. Suite 170 BISHOP RANCH 15 San Ramon, CA 94583 p: 925.242.1200 f: 925.242.1212 www.copyrite.net Asad has been involved in printing and marketing for more than 25 years, specializing in production, creative and new business development. Asad started CopyRite in 1984 and continues to help grow the company.

Asad received his MBA from the University of California, Berkeley, and currently resides in Danville, California with his wife and two children.

### Herschel Christian - Operations Manager

As Operations Manager, Herschel is primarily responsible for scheduling, staff supervision, managing day-to-day production, and meeting client requirements and expectations.

Herschel has more than 25 years' experience in the printing and document management industry. Before joining CopyRite, Herschel was a field service technician for Xerox Corporation. Prior to that position, he worked for Memorex, Intel and NCR.

Herschel is a U.S. Air Force veteran and attended Wichita State.

#### Kathleen Plambeck - Controller, Billing/Scheduling

Ms. Plambeck is CopyRite's administrative resource for the District. Kathleen has managed all accounting and scheduling for CopyRite since 2006, and has worked in the financial divisions of various companies for over 25 years. Kathleen monitors the daily production schedule and manages inventory, to ensure there is adequate paper stock for daily scheduled production.

#### Trade References

#### Oakland Unified School District

Leadership, Curriculum & Instruction Wayne Garvin, Textbooks/Williams Program Manager (510) 336-7519 Wilma Enriquez, Executive Assistant (510) 336-7591 4551 Steele Street, Oakland, CA 94619

Research, Assessment & Data Lars Jorgenson, Assessment Tools Manager (510) 451-4164 ext 1107 1011 Union Street, Oakland, CA 94607

#### West Contra Costa Unified School District

David Johnson, Director of General Services (510) 231-1191 1108 Bissell Ave. Richmond, CA 94804

#### San Leandro Unified School District

Paul Nicovich (510) 407-4561 14735 Juniper Street, San Leandro, CA 94579

#### San Ramon Valley Unified School District

Susan Grant, Manager Duplicating Center (925) 824-1810 699 Old Orchard Drive, Danville, CA 94526

#### City of Pittsburg

Deedre Keane, Development Services (925) 252-4992 Sean Williams, Civil Engineer (925) 252-6928 65 Civic Ave, Pittsburg, CA 94565

#### City of San Ramon

Nicole Blazin, Marketing & Public Relations (925) 973-3370 17011 Bollinger Canyon Road, San Ramon, CA 94583

#### **Toll Brothers**

Charles Templeton, Vice President (925) 828-1671, ctempleton@tollbrothersinc.com 3644 Central Parkway, Dublin CA 94568

## Santa Clara Valley Transportation Authority

Helen Bellitto (408) 321-7515 ext 8901, helen.bellitto@vta.org 3331 North 1st Street, San Jose CA 95134

#### MPR Associates, Inc.

Barbara Kridl, Manager, Publishing & Dissemination (510) 849-4942 2150 Shattuck Avenue. Ste. 800, Berkeley, CA 94704

Asad Razvi President

OP ID: CC



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/18/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

665 T San	UCER		415-495-8242	42 CONTACT NAME:						
San	Insurance Services, Inc.		415-543-7790	PHONE FAX						
	Third Street, Suite 500 Francisco, CA 94107-1990		415-545-7750	10 PHONE (A/C, No, Ext): (A/C, No): E-MAIL						
Davi	d Katz			ADDRESS:						
				PRODUCER CUSTOMER ID #: COF						
INSUF	SED ODit-			IN:	SURER(S) AFFO	RDING COVERAGE		NAIC #		
INSUF	CopyRite Kathie Plambeck			INSURER A : Travelers	_					
	12657 Alcosta Blvd., Sui	te 170		INSURER B : ProCer	itury Ins. C	0.				
	San Ramon, CA 94583			INSURER C :				-		
				INSURER D :						
				INSURER E :						
201	VED 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0			INSURER F :						
			ENUMBER:			REVISION NUMBER:				
CE	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RI RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	PERTAIN POLICIES	ENT, TERM OR CONDITION , THE INSURANCE AFFORD S. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE ED HEREIN IS SUBJECT T S.	CT TO	WHICH THIS		
INSR LTR	TYPE OF INSURANCE	ADDL SUE INSR WV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY	LIMI	rs			
A	COMMERCIAL GENERAL LIABILITY	x	3461N266	05/01/12	05/01/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000 300,000		
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	5,000		
						PERSONAL & ADV INJURY	s	2,000,000		
						GENERAL AGGREGATE	\$	4,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	4,000,000		
	POLICY PRO- JECT LOC						\$			
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	-		
	ANY AUTO					BODILY INJURY (Per person)	\$			
	ALL OWNED AUTOS					BODILY INJURY (Per accident)				
	SCHEDULED AUTOS					PROPERTY DAMAGE				
-	HIRED AUTOS					(Per accident)	\$			
-	NON-OWNED AUTOS		,				\$			
							\$			
-	UMBRELLA LIAB X OCCUR				05/01/13	EACH OCCURRENCE	\$	1,000,000		
A	EXCESS LIAB CLAIMS-MADE		4890N279	05/01/12		AGGREGATE	\$	1,000,000		
-	DEDUCTIBLE						\$			
	RETENTION \$ WORKERS COMPENSATION					WC STATU- OTH-	\$			
_	AND EMPLOYERS' LIABILITY Y / N		WCMPR0507328800	05/01/12	05/01/13	* TORY LIMITS   ER		4 000 000		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	EVIDENCE ONLY	03/01/12	05/01/13	E.L. EACH ACCIDENT	\$	1,000,000		
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE		1,000,000		
	usiness Personal		3461N266	05/01/12	05/01/13	E.L. DISEASE - POLICY LIMIT   \$  Repl Cost		1,000,000 662,001		
F	Property					Spec Form		1,000		
1.	RIPTION OF OPERATIONS / LOCATIONS / VEHICL icate holder is named Additional li	FC (AH	10000 404 444W101-0			opco i oilli	-	1,000		

OP ID: CC



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Certifica	ite noider in lieu of such endorsement(s).	415-495-8242	CONTROL						
PRODUCER	111000000000000000000000000000000000000		CONTACT NAME:						
PINC Insurance Services, Inc. 665 Third Street, Suite 500 San Francisco, CA 94107-1990 David Katz		415-543-7790	IAIO, NO, EXI.	FAX (A/C, No):					
			E-MAIL ADDRESS:						
			PRODUCER CUSTOMER ID #: COPYR-2						
			INSURER(S) AF	FORDING COVERAGE	NAIC#				
INSURED	CopyRite		INSURER A : Travelers Property Cas						
	Kathie Plambeck		INSURER B : ProCentury Ins.	Co.					
	12657 Alcosta Blvd., Suite 170 San Ramon, CA 94583		INSURER C:						
	San Ramon, CA 94563		INSURER D :						
			INSURER E :						
			INSURER F:						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SI		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
	GENERAL LIABILITY	III III		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(	EACH OCCURRENCE	S	2,000,000
Α	X COMMERCIAL GENERAL LIABILITY	Х	3461N266	05/01/13	05/01/14	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	5,000
				1		PERSONAL & ADV INJURY	\$	2,000,000
						GENERAL AGGREGATE	\$	4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	4,000,000
	POLICY PRO- JECT LOC						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO			:		BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$	
	SCHEDULED AUTOS HIRED AUTOS					PROPERTY DAMAGE (Per accident)	\$	_
	NON-OWNED AUTOS						\$	
							\$	
	UMBRELLA LIAB X OCCUR				05/01/14	EACH OCCURRENCE	\$	1,000,000
	EXCESS LIAB CLAIMS-MADE		400011070	05/01/13		AGGREGATE	\$	1,000,000
Α	DEDUCTIBLE		4890N279	05/01/13			\$	
	RETENTION \$						\$	**
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WCSTATU- TORY LIMITS ER		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	WCMPR0507328800	05/01/13	05/11/14	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	EVIDENCE ONLY			E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Α	Business Personal		3461N266	05/01/13	05/01/14	Repi Cost		662,001
	Property					Spec Form		1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate holder is named Additional Insured. 5/01/13-14 policy subject to renewal underwriting.

CEDT	ILICA	TE HOI	DED
CERI	IFILA	IL DO	DEK

District

**Oakland Unified School** 

1025 2nd Avenue Oakland, CA 94606-2212

#### CANCELLATION

**OUSD111** 

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Katz

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#### Search Results

#### Current Search Terms: copyrite\*

Your search for "Copyrite\*" returned the following results...

Entity COPYRITE IMAGING SOLUTIONS, LLC

DUNS: 175724827

Has Active Exclusion?: No

CAGE Code: 4H9Q4

DoDAAC:

Status: Active 🛨

View Details

SAM | System for Award Management 1.0

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

IBM v1.610.20130129-1039









## why Schools, Thriving Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

						Basic	Direct	ions						
<u></u>					documents a									
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.  1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.														
					requirements									rification)
			_		or complete th	_	_		,					, ,
	4. Within 2	weeks of cre	eating th	e requisiti	on the OUSD	contrac	ct origina	ator submit	s comple	<b>ete</b> contra	ct packet	for ap	proval to f	rocurement.
	Attachment													
Chec	Checklist For individual consultants: Proof of negative tuberculosis status within past 4 years.													
	For All Consultants: Results page of the Excluded Party List ( <a href="https://www.epls.gov/epls/search.do">https://www.epls.gov/epls/search.do</a> )  For All Consultants: Statement of qualifications (organization); or resume (individual consultant).													
	For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.													
OHE	For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)  OUSD Staff Contact													
UUS	D Starr Conta	ct Emails ab	out this c	ontract sno	ould be sent to	): (require	wayı	ne.garvin@	yousd.k	(12.ca.us				
					Co	ntract	or Info	rmation						
	ractor Name			a Copyrite	)			y's Contac		ad Razvi				
	D Vendor ID	-		DI #41	7.0		Title	0 . D.		esident/O		100	1	10.4700
	et Address	_		Blvd., #17	70	-	City	San Ra			State	CA	Zip	94583
	phone		42-1200		OUSD contra	actor? [		(required)		azvi@copy		omplo	voo2 □ 3	/oc No
Cont	ractor Histor	y Pi	eviousiy	been an	OUSD CONTR	actor? [	■ res		VVC	orked as a	11 0030	emplo	yee r 🗀	res 📕 No
		Co	mpens	sation a	nd Terms -	- Must	be wit	hin the C	DUSD E	Billing G	uideline	s	3.	
Antic	ipated start	date	03/	27/2013	Date wo	rk will e	end	06/28/2	2013	Other E	xpenses		\$	
Pay	Rate Per Ho	Uf (required)	\$		Number	of Hou	rs (require	ed)						
					-	Pudant	Inform	action						
	If you ar	e planning to i	multi-fund	d a contrac	t using LEP fu				e and Fe	ederal Offic	e before c	ompleti	na reauisit	ion
R	esource#	Resource		- a sommas	t doming bet in		g Key	and the ottal			Object Co			nount
.,	6300	Lottery F					1594115	,			5825		\$ 261,75	
											5825		\$	
											5825		\$	
R	equisition	No. (required)	RO	313206				Total Co	ntract /	Amount			\$ 261,75	0.38
				App	roval and R	outing	(in ord	er of appr	oval st	eps)	-,-			
Ser	vices cannot l	e provided be	efore the		fully approved						document	affirms	that to you	r knowledge
	-				services were									
- ✓	_				endor does n	ot appe	ear on th	e Exclude				, ,	' '	earch.do)
	Administrate	or / Manager	(Originator	) Nan	ne Wayne	Garvin				Phone	(510) 33			
1.	Site / Dep	artment		-1	LCI/Textbo	pk Serv	rices			Fax	(510) 48	32-275		
	Signature		ns	CA	Bria	4				pproved		31	1 13	
		-			y: State and F							ols, and C	community P	artnerships
2.	☐Scope of v	vork indicates	compliar	nt use of re	stricted resour	rce and i	s in aligr	ment with	school sit	te plan (SP	SA)			
	Signature				-14-11				Date A	pproved				
	Signature (if t	ising multiple res	tricted reso	urces)					Date A	pproved				
		ecutive Offic												
3.					in with needs of escribed in the			school site			4			
	Signature		provide	SERVICES U	escribed in the	scope	UI WUIK		Data A	pproved	(3/	1/10	3	
		rinterdent le	estruction	nal Leade	rship / Deput	v Suner	intender	nt Busines			ensultant Ac	gregate	Under □ C	over □\$50,000
4.	Signature	(M)	1	4	intes	, Capor				pproved		19-	17	
5.		ent. Board of			ture on the leg	al contra	act		Date A	pproved	100	, 7		
	Required if r				Approved	a, John C		Denied - R	eason	T			ate	
		Date Received		. 300				PO Numbe						



