



**Request for Proposals (RFP)**

**For**

**Fixed Assets Valuation**

**RFP #24-0921**

**Responses Due:**

**September 01, 2023**

**No later than 2:00:00 PM**

**Sacramento City Unified School District**

**Purchasing Services**

**5735 47<sup>th</sup> Ave.**

**Sacramento, CA. 95824**



**Sacramento City Unified School District**

**Purchasing Services**

5735 47th Ave,  
Sacramento, CA 95824  
T: 916-643-9465

**Bidder Information Sheet**

**If you downloaded this RFP from our website, email this sheet to Purchasing Services to be added to our bidders list.**

Attention: Robert Aldama, Purchasing Manager  
Email: [Robert-Aldama@scusd.edu](mailto:Robert-Aldama@scusd.edu)

Re: RFP #24-0921 Fixed Asset Valuation

Sacramento City Unified School District Bids/Proposals are available on-line. It is the responsibility of Respondents to email this sheet to Purchasing Services to ensure firm is added to Bidders list to receive Addenda to this RFP.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Zip Code: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Sacramento City Unified School District  
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Fixed Asset Valuation**

**NOTICE TO BIDDERS**

The Sacramento City Unified School District (“District”) is requesting proposals from qualified firms to complete an onsite inventory for 58 site locations of approximately 2,026 specific discoverable Fixed Assets.

The Request for Proposal (“RFP”), which includes instructions for its completion, is enclosed for your consideration. Respondents to this RFP must mail or deliver one (1) unbound original, two (2) bound copies and a PDF version on a flash drive of requested materials and Fee Proposal to:

**Sacramento City Unified School District  
Attn: Purchasing Services  
5735 47<sup>th</sup> Avenue  
Sacramento, CA. 95824  
RE: RFP #24-0921**

**ALL RESPONSES ARE DUE SEPTEMBER 1st by 2:00:00 P.M.**

Oral, telegraphic, facsimile, telephone or email RFP Packets will not be accepted. RFP Packets received after this date and time will not be accepted and returned unopened. The District reserves the right to waive any informalities or irregularities in the RFP Packets. The District also reserves the right to reject any and all RFP Packets and to negotiate contract terms with one or more Respondents.

**Addenda**

The District may modify the RFP, any of the submittal dates, or any of its contents or attachments, prior to the date fixed for submission of proposal by issuance of addendum to all parties who have been furnished the RFP for bidding purposes. Addenda will be number consecutively.

**The respondent shall acknowledge receipt of an amendment in its proposal.**

The successful bidder will be required to certify that it either meets the Disabled Veterans Business Enterprise (“DVBE”) goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation if it is awarded the contract.

If you have any questions regarding this RFP, please email Robert Aldama, Purchasing Manager at [Robert-aldama@scusd.edu](mailto:Robert-aldama@scusd.edu)

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**BIDDER'S CHECKLIST**

**Company Name:** \_\_\_\_\_

**Required items to submit with proposal:**

Bidder's Checklist (this form)

Acknowledgement of Addenda (signed copies)

Technical Requirements (as outlined on page 10)

- Statement of Firm's History / Quality Control
- References

Fee Proposal

Non-Collusion Declaration (ATTACHMENT B)

Fingerprinting Certification (ATTACHMENT D)

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**RFP SCHEDULE SUMMARY**

DATE	ACTION ITEM	TIME
Aug. 04, 2023	Publish and advertise RFP #24-0921	
Aug. 22, 2023	Last day to receive written questions from Respondents	2:00 pm
Aug. 29, 2023	Last day for District to issue addenda to answer questions / clarifications	2:00 pm
<b>Sept. 01, 2023</b>	<b>Deadline for submissions in response to RFP #24-0921</b>	<b>2:00 pm</b>
Sept. 08, 2023	Notice of Intent to Award / Regrets (anticipated)	
Sept. 21, 2023	Anticipated Board of Education approval of contract	
Sept. 25, 2023	Anticipated Notice to Proceed issued to awarded Respondent	

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**Sacramento City Unified School District  
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Fixed Asset Valuation**

**INTRODUCTION**

The Sacramento City Unified School District (“District”) is a California public school district serving approximately 47,000 students on 75 campuses, spanning 70 square miles. The purpose of this Request for Proposal (RFP) is to identify and ensure appropriate accounting of all Title I fixed assets located at 58 District site locations. The District intends to select one contractor through this RFP process that are believed to be able to provide the best value to the District.

**SCOPE OF WORK TO BE PERFORMED**

1. Complete a room by room inspection at each listed site in inventory (**Attachment A**) to locate/find the subject listed specific assets, barcode tag the untagged assets and inventory readily available subject 2,026 specific assets listed as provided by the District. Items included are furniture, equipment, computers/laptops, and peripheral devices.
2. Provide the District inventory report listing all inventorial items by site name, building/room, bar code number, description, physical condition of fixed asset (very good, good, fair, poor) and serial number in excel and pdf format.
3. Provide the District inventory report listing unaccounted for items by site in pdf format.
4. Provide the District inventory report listing inaccessible items by site in pdf format.

**Qualifications**

- Experienced consultant familiar with fixed asset inventories, appraisals, and management systems.
- Recent experience (last five years) completing similar work
- Excellent communication skills, including but not limited to report preparation and information depiction through maps, charts and graphs.

**Conditions**

- **The contractor must be available to start work by October 1, 2023 and complete work by November 3, 2023.**
- The District requires the consultant to designate one individual as the project manager. The project manager will be the point of contact for all communications including reporting and invoices for this project and will be responsible for oversight of all work activities.
- It will be the responsibility of the consultant to conduct and complete the contacts and appointments to conduct the appropriate inventory schedule.
- It shall be the consultant’s goal to efficiently capture the information needed and to minimize student /teaching interruption.

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**DISTRICT RESPONSIBILITIES**

- List of locations and addresses of each site that assets are located as District property
- List of specific fixed assets at each site locations to be accounted for
- Master keys for all locations and sites to be used during the inventory  
(To be checked out by Consultant at SCUSD Facilities located at 425 1<sup>st</sup> Ave. Sacramento, CA. 95818)
- Personnel contact list with names and phone number for each site.
- Evacuation maps of each site to be inventoried. Used for checking off rooms as they are inventoried
- Barcode tags to be used for inventory
- District-Campus wide wireless access and passwords

**SCOPE OF REQUIREMENTS**

It is anticipated that the Scope of Requirements for this Contract will include but not be limited to the following:

**1. Pupil Safety**

The successful Contractor is required to comply with California Education Code 45125.1. Any employee who interacts with pupils, outside of the immediate supervision, and control of the pupil's parent, guardian or school employee, request a Dept. of Justice (DOJ) fingerprint check, receive the DOJ report and certify to the District that no such employees have been convicted of a felony as defined in 45122.1 prior to commencement of services. Each Respondent shall complete and submit with Proposal, the **Fingerprinting Certification** attached to the RFQP on **Attachment D**.

**2. Insurance**

The Contractor shall maintain at all times it performs any portion of the services, the following insurance with minimum limits equal to the amount indicated below.

<b>Type of Coverage</b>	<b>Minimum Requirement</b>
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 2,000,000 \$ 4,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000



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**Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.

**Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

**Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

A clause stating: "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 date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

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

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**TECHNICAL REQUIREMENTS**

Provide a brief summary of your firm’s history, its capabilities and its recent experience (last five years). Also, describe your demonstrated experience with similar projects and qualification including professional Licenses and certifications.

List a minimum of three (3) references for whom comparable services were provided to in the last five (5) years. Include the name of the firm, name of the contact, telephone number and email address of the contact (if available), brief description of the services provided and your firm’s role, and the start and completion date.

**QUALITY CONTROL**

The firm should describe the structure and policy of the organization that ensure quality control of Engagements including existence of quality control process, existence of designated quality review Partner, supervision of staff and periodic quality control reviews.

**FEE PROPOSAL**

Respondents shall submit a Fee Proposal. The Fee Proposal shall include all costs associated with the Services to be provided as stated in the RFP, including all travel expenses.

**EVALUATION PROCEDURES**

Proposals will be evaluated on understanding the scope of work, qualifications of the firm, acceptability of conditions, and fee proposal. These factors will be used in the evaluation of each proposal to select the firm that represents the best value to the District.

<u>Specifications:</u>	<u>Maximum Points:</u>
Understanding of the scope of work	20
Qualifications of the firm	20
Acceptability of conditions	20
Fee Proposal	40
<b>TOTAL</b>	<b>100</b>

A maximum total of 100 points may be awarded. The maximum points allowed will be given to the lowest fee proposed. All other fee proposals will be scored with the following formula:

**Example: Lowest proposed fee \$100.00 = 40 points**  
**Second lowest fee \$125.00 = 32 points (see below for calculation)**  
**Third lowest fee \$168.00 = 24 points (see below for calculation)**

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**Second lowest fee example**

$$\frac{100}{125} = .80 \times 40 = 32 \text{ (points)}$$

**Third lowest fee example**

$$\frac{100}{168} = .60 \times 40 = 24 \text{ (points)}$$

**AWARD OF CONTRACT**

The contract shall be awarded to the Firm with the highest overall score. In an event of a tie (more than one respondent have the same best value score), the award shall go to the Firm with the highest Cost score (lowest price). If the Firm to which the Board awards the contract refuses to execute the contract, the Board may revoke the award to that Firm and award to the Firm that submitted the next highest ranked proposal.

**Questions, Interpretations, or Clarifications**

Questions related to this RFP shall be submitted in writing and emailed to Robert Aldama, Purchasing Manager, at [Robert-Aldama@scusd.edu](mailto:Robert-Aldama@scusd.edu) no later than **2:00 p.m. on Tuesday, August 22, 2023**.

Specify "Question-RFP 24-0921" in the subject line. Responses to all questions received will be posted on the District's website, [www.scusd.edu/purchasing-bidrfprfq-announcements](http://www.scusd.edu/purchasing-bidrfprfq-announcements) , as an addendum, no later than Tuesday, August 29, 2023.

Bidders are responsible for checking the website periodically for any updates or revisions to the RFP.

**BID PROTEST**

Any bid protest by any bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3<sup>rd</sup>)** business day following the Notice of Intent to Award Contract is posted.

- a. Only a Bidder who has actually submitted a bid, and who could be awarded the contract if the bid protest is upheld, is eligible to submit bid protests.
- b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
- c. The protest must include the name, address and telephone number of the person representing the protesting party.

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- d. The District's Purchasing Manager shall have (5) days after receipt of protest to respond to Protestant.

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**ATTACHMENT A  
SERVICE LOCATIONS**

<b>District Office - Serna Center</b>	5735 47th Avenue	Sacramento	CA	95824
A. M. Winn Elementary	3351 Explorer Drive	Sacramento	CA	95827
Abraham Lincoln Elementary	3324 Glenmoor Drive	Sacramento	CA	95827
Albert Einstein Middle	9325 Mirandy Drive	Sacramento	CA	95826
American Legion High School	3801 Broadway	Sacramento	CA	95817
Arthur A. Benjamin Health Professionals High	451 McClatchy Way	Sacramento	CA	95818
Bowling Green Charter Chacon	6807 Franklin Blvd.	Sacramento	CA	95823
Bret Harte Elementary	2751 9th Avenue	Sacramento	CA	95818
C. K. McClatchy High	3066 Freeport Boulevard	Sacramento	CA	95818
California Middle	1600 Vallejo Way	Sacramento	CA	95818
Camellia Basic Elementary	6600 Cougar Drive	Sacramento	CA	95828
Capital City School	7222 24th Street	Sacramento	CA	95822
Caroline Wenzel Elementary	6870 Greenhaven Drive	Sacramento	CA	95831
Cesar E. Chavez Elementary (*Temp. at Edward Kemble Elem. during construction)	7500 32nd Street	Sacramento	CA	95822
David Lubin Elementary	3535 M Street	Sacramento	CA	95816
Earl Warren Elementary	5420 Lowell Street	Sacramento	CA	95820
Edward Kemble Elementary*	7495 29th Street	Sacramento	CA	95822
Elder Creek Elementary	7934 Lemon Hill Avenue	Sacramento	CA	95824
Ethel I. Baker Elementary	5717 Laurine Way	Sacramento	CA	95824
Ethel Phillips Elementary	2930 21st Avenue	Sacramento	CA	95820
Father Keith B. Kenny Elementary	3525 Martin L. King, Jr. Blvd.	Sacramento	CA	95817
Fern Bacon Middle	4140 Cuny Avenue	Sacramento	CA	95823
Golden Empire Elementary	9045 Canberra Drive	Sacramento	CA	95826
H. W. Harkness Elementary	2147 54th Avenue	Sacramento	CA	95822
Hiram W. Johnson High	6879 14th Avenue	Sacramento	CA	95820
Hollywood Park Elementary	4915 Harte Way	Sacramento	CA	95822
Hubert H. Bancroft Elementary	2929 Belmar Street	Sacramento	CA	95826
Isador Cohen Elementary	9025 Salmon Falls Drive	Sacramento	CA	95826
James W. Marshall Elementary	9525 Goethe Road	Sacramento	CA	95827
John Bidwell Elementary	1730 65th Avenue	Sacramento	CA	95822
John Cabrillo Elementary	1141 Seamas Avenue	Sacramento	CA	95822
John D. Sloat Elementary	7525 Candlewood Way	Sacramento	CA	95822
John F. Kennedy High	6715 Gloria Drive	Sacramento	CA	95831
John H. Still K-8	2250 John Still Drive	Sacramento	CA	95832
John Morse Therapeutic Center	1901 60th Avenue	Sacramento	CA	95822
Kit Carson International Academy	5301 N Street	Sacramento	CA	95819
Leataata Floyd Elementary	401 McClatchy Way	Sacramento	CA	95818
Luther Burbank High	3500 Florin Road	Sacramento	CA	95823
Mark Twain Elementary	4914 58th Street	Sacramento	CA	95820
Martin Luther King, Jr. K-8	480 Little River Way	Sacramento	CA	95831

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Matsuyama Elementary	7680 Windbridge Drive	Sacramento	CA	95831
Nicholas Elementary (Temp. at Clayton B. Wire during construction)	5100 El Paraiso Avenue	Sacramento	CA	95824
O. W. Erlewine Elementary	2441 Stansberry Way	Sacramento	CA	95826
Oak Ridge Elementary	4501 Martin L. King Jr. Blvd.	Sacramento	CA	95820
Pacific Elementary	6201 41st Street	Sacramento	CA	95824
Parkway Elementary	4720 Forest Parkway	Sacramento	CA	95823
Peter Burnett Elementary	6032 36th Avenue	Sacramento	CA	95824
Pony Express Elementary	1250 56th Avenue	Sacramento	CA	95831
Rosa Parks Middle	2250 68th Avenue	Sacramento	CA	95822
Rosemont High	9594 Kiefer Boulevard	Sacramento	CA	95827
Sam Brannan Middle	5301 Elmer Way	Sacramento	CA	95822
School of Engineering and Sciences	7345 Gloria Drive	Sacramento	CA	95831
Sequoia Elementary	3333 Rosemont Drive	Sacramento	CA	95826
Tahoe Elementary	3110 60th Street	Sacramento	CA	95820
Washington Elementary	520 18th Street	Sacramento	CA	95811
West Campus	5022 58th Street	Sacramento	CA	95820
Will C. Wood Middle	6201 Lemon Hill Avenue	Sacramento	CA	95824
William Land Elementary	2120 12th Street	Sacramento	CA	95818

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**ATTACHMENT B**

**NON-COLLUSION DECLARATION  
TO BE EXECUTED BY AND SUBMITTED WITH BID**

I, \_\_\_\_\_, declare that I am 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 proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of 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 Bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Printed name of Authorized Company Representative

\_\_\_\_\_  
Signature of Authorized Company Representative

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**ATTACHMENT C  
SERVICES AGREEMENT**

**Date:** \_\_\_\_\_ **Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and \*\*\*INSERT DATA HERE\*\*\* (hereinafter referred to as "Contractor").

**Recitals:**

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. The contract is entered into pursuant to a competitive Request for Proposals (RFP) solicitation under District RFP #24-0921.

D. The complete contract includes all contract documents, including the RFP and the attachments thereto, Fingerprinting Certificate, Insurance Policies, Scope of Work, this Agreement and all modifications and amendments thereto, and by this reference are incorporated herein. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

In consideration of the mutual promises contained herein, the parties agree as follows:

**ARTICLE 1. SERVICES.**

The Contractor hereby agrees to provide to the District the services as described below:

1. Complete a room by room inspection at each listed site in inventory (**Attachment A**) to locate/find the subject listed specific assets, barcode tag the untagged assets and inventory readily available subject 2,026 specific assets listed as provided by the District. Items included are furniture, equipment, computers/laptops, and peripheral devices.
2. Provide the District inventory report listing all inventorial items by site name, building/room, bar code number, description, physical condition of fixed asset (very good, good, fair, poor) and serial number in excel and pdf format.
3. Provide the District inventory report listing unaccounted for items by site in excel and pdf format.
4. Provide the District inventory report listing inaccessible items by site in excel and pdf format.



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**ARTICLE 2. TERM.**

This Agreement shall commence on the Contractor's receipt of Notice to Proceed by the District. The Contractor must be able to start work by October 1<sup>st</sup> and complete work by November 3, 2023.

**ARTICLE 3. PAYMENT.**

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: The fee rates for fixed asset valuation services under this agreement shall be included and specified as "Fee Proposal".

Payment shall be made within 30 days upon submission of invoice to the attention of Robert Aldama, Purchasing Services, Sacramento City Unified School District, 5735 47th Avenue, Sacramento, California 95824 Or [robert-aldama@scusd.edu](mailto:robert-aldama@scusd.edu).

**ARTICLE 4. EQUIPMENT AND FACILITIES.**

District will provide Contractor with access to all needed areas during scheduled service hours. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment to render the services pursuant to this Agreement.

**ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT**

Contractor understands and agrees that all matters specifically produced under this contract shall be the works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

**ARTICLE 6. INDEPENDENT CONTRACTOR.**

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement. The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

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The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

**ARTICLE 7. FINGERPRINTING REQUIREMENTS.**

**\*\*\*INSERT DATA HERE\*\*\***

Contractor agrees that any employee it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any employee that Contractor assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by DOJ, before any service or contact with pupil(s) of the District is allowed.

Pursuant to Education Code §45125.1, Contractor shall provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU) and shall certify in writing to the District that Contractor has no information that any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a "violent or serious felony" as defined in §45122.1 or that they have been advised of any such arrest by the DOJ.

Contractor shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such arrest notification and prohibit the employee from having any further contact with any pupil(s) of the District until such time as the employee's arrest has been determined to not involve a "violent or serious felony" as defined in §45122.1 or the notification has been withdrawn by DOJ. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified.

Contractor further agrees and certifies that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

**OR**

**\*\*\*INSERT DATA HERE\*\*\***

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit B, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees may not enter any school site until the Contractor provides the

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certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

**ARTICLE 8. VACCINATION REQUIREMENTS**

This Article does not apply to this Contractor Agreement.

**ARTICLE 9. MUTUAL INDEMNIFICATION.**

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

**ARTICLE 10. INSURANCE.**

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$2,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

**ARTICLE 11. TERMINATION.**

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt;

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Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

**ARTICLE 12. ASSIGNMENT.**

This Agreement is for Fixed Asset Valuation services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be executed without the prior written consent of the District, which shall not be unreasonably withheld.

**ARTICLE 13. NOTICES.**

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:  
Sacramento City Unified School District  
Attn: Robert Aldama, Purchasing Manager  
5735 47<sup>th</sup> Ave  
Sacramento CA 95824

Contractor:  
\*\*\*INSERT DATA HERE\*\*\*

**ARTICLE 14. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

**ARTICLE 15. CONFLICT OF INTEREST.**

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement. Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided

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under this Agreement. In the event of a 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 the District's attention in writing.

**ARTICLE 16. NONDISCRIMINATION.**

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

**ARTICLE 17. SEVERABILITY.**

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

**ARTICLE 18. RULES AND REGULATIONS.**

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

**ARTICLE 19. APPLICABLE LAW/VENUE.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

**ARTICLE 20. RATIFICATION BY BOARD OF EDUCATION.**

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

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**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**\*\*\*INSERT DATA HERE\*\*\***

By: \_\_\_\_\_  
Jesse M. Castillo  
Interim Chief Business Officer

By: \_\_\_\_\_  
\*\*\*Insert Data Here\*\*\*  
\*\*\*Insert Data Here\*\*\*

\_\_\_\_\_

Date

\_\_\_\_\_

Date

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**ATTACHMENT D**

**CONTRACTOR CERTIFICATION of COMPLIANCE**

**Fingerprinting:** Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

\_\_\_\_\_  
Authorized Signature of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Title