

Fixed Asset Inventory & Asset Management System

RFP # 19-900

Request for Proposal Issued: July 31, 2018

Deadline for Submittal of Proposals:
Friday, August 24, 2018

10:00 A.M. (PST)

SUBMIT RESPONSE TO

Attention: Purchasing Department
Roseville City School District
1046 Main Street
Roseville, CA 95678

NOTICE INVITING PROPOSALS

Notice is hereby given that the Roseville City School District (RCSD) will accept proposals for the award of contracts for RFP 19-900 Fixed Asset Inventory & Asset Management System up to but not later than 10:00 A.M., on August 24, 2018.

Proposals shall be delivered in sealed envelopes, or boxes, marked "RFP 19-900 Fixed Asset Inventory & Asset Management System" to the District Office front desk referencing:

**Attention: Purchasing Department
Roseville City School District
1046 Main Street
Roseville, CA 95678**

prior to the **August 24, 2018 10:00 A.M.** deadline. Bids will be publicly opened at **10:00 A.M. August 24, 2018** at the District Office Warehouse Conference Room:

**1046 Main Street
Roseville, CA 95678**

No faxed or emailed proposals will be accepted. Each bid must conform and be responsive to the bid documents, and include one original binder, two (2) additional hard copies, and one (1) electronic copies of the RFP on a portable "thumb-drive" containing all documents, and deliverables.

RCSD reserves the right to reject any or all bids or parts thereof, to be the sole judge of the merits and qualifications of all bids, to waive any informality in a bid, not necessarily accept the lowest of any offered and to extend the bidding period. Design, specifications, service, delivery, and quality may be considered in making selections.

Published: July 27th and August 3rd, 2018 Press Tribune

INTRODUCTION

The Roseville City School District ('RCSD' or 'District') serves over 11,000 students across 19 schools. We utilize 21st century instructional practices to ensure our students are academically confident and ready to navigate a rapidly-changing, technology-rich, global economy.

The Fixed Asset Physical Inventory shall be completed in the Fall of 2018 with implementation of the Asset Management System no later than January 18, 2019.

PROJECT SCOPE

The Roseville City School District (hereafter "District" or "RCSD") is requesting proposals for a District-wide Fixed Asset Inventory and Asset Management System, responses must include (1) an outline for a comprehensive physical inventory of all District-owned assets, and (2) the implementation of an asset management system. The goal of this project is to establish a baseline of all District general fixed assets, technology, furniture and equipment, and to replace our current asset management system.

The District reserves the right to retain all of the RFPs, and to use any ideas in a RFP regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the vendor of the conditions contained in this request for RFPs, unless clearly stated and specifically noted in the proposal submitted and in the contract between the District and the proposal selected.

Proposals may be withdrawn by the proposer prior to the time fixed for the opening of RFPs, but may not be withdrawn for a period of thirty (30) days after the date set for submittal of proposals. The successful proposer(s) shall not be relieved of the proposal submitted without the District's consent or proposer's recourse to Public Contract Code Sections 5100, et seq.

A successful proposal will meet and/or exceed the requirements as outlined in this RFP. The District is open to learning about alternative solutions and options that are not specified in this document, but the successful proposal will still meet the technical and general use requirements as outlined in this document.

Appendix A – Pricing Worksheet

Appendix B – References

All questions regarding this RFP should be directed to ljorgensen@rcsdk8.org, with the subject of "RFP 19-900 Fixed Asset Inventory and Asset Management System" on or before 3:00 p.m. August 10, 2018.

Responses to all questions will be made available no later than August 14th, 2018 by 3:00 p.m., and will be posted on the District website by Friday, August 17th, 2018. It is the responsibility of the prospective bidder to check the website for updates or addenda. **Any vendor who makes a direct contact with a school site or staff member regarding this RFP will be disqualified from consideration.**

The district is requesting inventory for the following sites:

School/Facility	Location
Blue Oaks Elementary	8150 Horncastle Ave.
Brown Elementary	250 Trestle Dr.
Buljan Middle School	100 Hallissy Dr.
Chilton Middle School	4501 Bob Doyle Dr.
Cirby Elementary	814 Darling Way
Cooley Middle School	9300 Prairie Woods Rd.
Crestmont Elementary	1501 Sheridan Ave.
Diamond Creek Elementary	3151 Hopscotch Way
Eich Middle School	1509 Sierra Gardens Dr.
Fiddymont Farm Elementary	4001 Brick Mason Circle
Gates Elementary	1051 Trehowell Dr.
Junction Elementary	2150 Ellison Dr.
Kaseberg Elementary	1040 Main St.
Orchard Ranch Elementary	4375 Brookstone Dr.
Sargeant Elementary	1200 Ridgecrest Way
Spanger Elementary	699 Shasta St.
Stoneridge Elementary	2501 Alexandra Dr.
Thomas Jefferson Elementary	750 Central Park Dr.
Woodbridge Elementary	515 Niles Ave.
District Office	1050 Main St.
District Warehouse/Media	1046 Main St.
Maintenance/Facilities	400 Derek Pl.
Food Services	400 Derek Pl.
Student Support Services	1000 Darling Way

TECHNOLOGY INVENTORY REQUIREMENTS

1. Technology Equipment

- 1.1. For the purpose of this statement of work, technology equipment shall be classified as the following types of technology equipment:

Laptops	Desktop Computers
Chromebooks	Apple TVs
iPads	All-In-One PC's
Printers	Tablets
LCD Projectors	Interactive Whiteboards
Flat Screen TVs	Document Cameras
Charging Carts/Stations	Duplicating Machines

- 1.2. Other types of technology equipment items, to include but not limited to the item types listed below, ***will not be inventoried*** (i.e. will be considered out-of-scope):

Monitors	Projector Screens
Phones	External Media Devices
Two-Way Radios	Document Scanners
Employee owned technology devices	

- 1.3. The District estimates the following counts of technology equipment items that will need to be inventoried.

Technology valued at more than \$1,000	1,000+
Technology valued at less than \$1,000	4,000
Chromebooks	6,000
Total Estimated Devices to Inventory	11,000+

2. Inventory Process

- 2.1. The District will provide a copy of all assets currently on file to the winning proposal for inventory and reconciliation. District is currently using Google Sheet to primarily track assets greater than \$500 and mobile technology valued less than \$500.
- 2.2. Vendor will perform all labor to conduct a comprehensive inventory at District site locations. During the inventory process, all of the following information will be captured for each item.

3. Asset Identification Information

- Asset Tag Number (barcode)
- Asset Category
- Manufacturer
- Model
- Serial Number
- Description
- Quantity (if applicable)
- Inventory date
- Site
- Building
- Room
- Employee the Asset is Issued to (When Applicable)

3.1. Asset tagging. Vendor will scan existing RCSD Technology Assets Tags (“tags”) which are affixed to current items.

3.1.1. If item does not contain a tag, or the current tag has been removed, damaged, or is otherwise unreadable, vendor will affix a new tag on the item.

3.1.2. District will supply tags to vendor.

3.1.3. Vendor and District will standardize tag placement locations on items.

3.2. Vendor will remedy any discrepancy reported by District. For the purpose of this project, a discrepancy is defined as an item incorrectly entered into the asset management system by vendor staff or items that the District reasonably feels that vendor missed at site locations.

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CAPITAL ASSETS, FURNITURE, AND EQUIPMENT REQUIREMENTS

Capital Assets, Furniture, and Equipment Inventory

- 1.1. For the purpose of this statement of work, Capital Assets, Furniture and Equipment shall be classified as (but not limited to) the following types assets:

Cafeteria/Outdoor Tables	Detached Mobile Storage
Vehicles	Maintenance Equipment
Gardening Equipment	Special Education Equipment
Science/STEM Equipment	Art/Woodshop Equipment
Student Desks/Chairs	Teacher Desks/Chairs
Activity Tables	File Cabinets
Bookcases	Musical Instruments/Equipment
Large Kitchen Equipment (ovens, warmers, refrigeration, etc.)	Office Furniture

- 1.2. The District estimates the following counts of Capital Assets, Furniture and Equipment that will need to be inventoried:

Capital Assets	100-200
Furniture & Equipment less than \$500	45,000
Furniture & Equipment more than \$500	4,000
Total Estimated Devices to Inventory	50,000 +/-

Inventory Process

- 1.3. The District will provide a copy of all assets currently on file to the winning proposal for inventory and reconciliation. District is currently using Google Sheet to primarily track assets greater than \$500.
- 1.4. Vendor will perform all labor to conduct a comprehensive inventory at District site locations. During the inventory process, all of the following information will be captured for each item.

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Asset Identification Information

- Asset Tag Number (barcode)
- Asset Category
- Manufacturer
- Model
- Serial Number
- Description
- Quantity (if applicable)
- Inventory date
- Site
- Building
- Room

1.5. Asset tagging. Vendor will scan existing RCSD Assets Tags (“tags”) which are affixed to current items.

1.5.1. If item of value over \$500 does not contain a tag, or the current tag has been removed, damaged, or is otherwise unreadable, vendor will affix a new tag on the item.

1.5.2. District will supply tags to vendor.

1.5.3. Vendor and District will standardize tag placement locations on items.

1.5.4. For this portion of the project, District requires vendor to affix tags to door frames for batch inventory of select items such as student desks, chairs, bookcases, file cabinets, etc. or offer another similar option for inventorying large quantities of assets of value less than \$500.

1.6. Vendor will remedy any discrepancy reported by District. For the purpose of this project, a discrepancy is defined as an item incorrectly entered into the asset management system by vendor staff or items that the District reasonably feels that vendor missed at site locations.

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ASSET MANAGEMENT SYSTEM REQUIREMENTS

Since 2014, the District has used Google Sheets as an asset management and tracking system. Prior to 2014, the District used a manual logging system and Excel to capture District assets. The District is seeking to implement an updated solution including, but not limited to, the following features and/or functionality:

1. Reconciling Reports

The District requires each of the following reports:

- 1.1. Matches Found: Assets have identical tag numbers and serial numbers.
 - 1.2. Additions: Asset found, but asset does not exist in provided spreadsheet.
 - 1.3. Deletions: Asset exists in spreadsheet, but does not physically exist after additional follow-up with site Administrator.
2. Vendor to provide report to the District that details the process used in asset inventory, any unusual findings, and clarifications about the requested worksheets as described above as well as any other information the District may need to update its asset inventory.

3. Systems submitted must have at minimum, fields for the following:

- Asset Tag Number (barcode)
- Purchase Date
- Asset Category
- Manufacturer
- Model
- Serial Number
- Description
- Life
- Depreciation
 - Current Year
 - YTD
- Book Value
- Quantity (If Applicable)
- Cart (for relationship between notebooks/tablets and charging station carts)
- Inventory Date
- Purchase Order Number
- Invoice Number
- Cost
- Check Number
- Field(s) for Funding Codes
- Site
- Building

3. Systems submitted must have at minimum, fields for the following (continued):

- Room
- Employee the asset is issued to (When Applicable)
- Disposition (e.g. recycled, stolen, sold, surplus, etc.)

3.1. When submitting for this segment, please indicate the types of reports included in the system. The system must have the ability to filter and produce individualized reports. The District will expect to be able to try out the product in-house to analyze the system features and ease of use.

4. Technical System Requirements

4.1. System must provide a web-based end-user experience, installed either on a local District server or a cloud hosted platform managed by the vendor. Please provide pricing for both an on premise and cloud hosted scenarios.

4.1.1. For on premise solutions, please identify server/platform. Discuss options.

4.2. System must support interface, content, and workflow customizations by a trained system administrator without programming skills.

4.3. System should support open standards and be capable of integrating with other District systems, such as financial management system (Escape) and/or Microsoft Active Directory for single sign-on integration with Active Directory.

4.4. System must have the ability for access in the field on a variety of devices, including laptops, tablets and smartphones. System should provide a mobile version of the system, as a lightweight version of the application.

4.5. For the proposed system, the system licensing costs shall allow for an “enterprise” license that provides full access to the system proposed for an unlimited number of “users” comprised of District employees.

4.6. System should have the ability to attach multiple assets to a purchase order.

4.7. System must be able to assign a location to an asset, and track both the movement and history of that asset.

4.8. System should be able to produce, track and maintain warranty information and maintenance renewals.

4.9. System should have the ability to extract asset information based on District funding codes for billing and inquiry purpose.

4.10. System must provide the functionality for asset scanning and tracking via barcode or QR code using recommended scanning equipment, that will process scanned information and send it to the back-end system.

4.10.1. System should provide the functionality for assets scanning and tracking with a smartphone application, that will process the scanned information and send it to the back-end system.

OTHER REQUIREMENTS

1. Vendor will be required to inventory items that are currently packaged or boxed.
2. All assets indicated above shall be inventoried using the Inventory Process outlined above.
3. Personal items (i.e. technology items personally owned by District staff) will be flagged accordingly and skipped by the inventory team.
4. The District is requesting proposals to provide separate cost proposals for the following:
 - 4.1. Complete Inventory of Technology and General Fixed Assets
 - 4.2. Asset Management System
 - 4.3. Both Inventory and Asset Management System
5. Continued, enterprise-level support after project completion.
6. Support for system updates.
7. Support for training for administrators.
8. Enterprise level support after project completion required including updates and training for administrators.
9. Year 1 Hosting, Maintenance, and Support Included.
10. Provide a complete list of services you would offer. Please be as comprehensive as possible.
11. Provide a complete timeline for implementation of and training for the Fixed Asset Management System.
 - 11.1. The Fixed Asset Inventory will need to be completed in the Fall of 2018, with complete implementation of the Asset Management System by January 18, 2019.
12. Vendor will ensure the following:
 - 12.1. Provision of single project manager (Vendor PM) who will be the primary contact for all services performed under this project, as well as the single contact for scheduling of site inventory visits.
 - 12.2. Classrooms and offices are left as they were after the inventory is conducted.

ACCESS TO FACILITIES

The District will provide the following:

1. Contact information: site representative, addresses and phone numbers.
2. Sitemaps to winning vendor.
3. District will schedule and coordinate vendor team visits for each school site and District facility locations. Inventory services will take place after school hours as scheduled for school sites while school is in session; and during normal business hours for offices and departments where students are not typically present.

EVALUATION

The District intends to select the proposed services and terms that are most advantageous to RCSD. The District will review proposals submitted by the deadline. After reviewing the proposals, RCSD may choose to interview the top vendors.

- Responses should demonstrate an understanding of our objectives, and our audience.
- Responses should demonstrate experience in previously performed asset inventory services and/or technology management experience and support of this nature, size and scope.
- Responses should include an overview of your implementation process and the approach you would take with this project to complete work within the required time frame.
- Responses must include a proposed project timeline.

Responses should clearly address how it plans to accomplish each element of the proposal, and Requirements outlined within the RFP. This will be key documentation that the District will be using to evaluate the quality of the submission.

The criteria used to evaluate the proposals will include:

- RFP Compliance and Responsiveness: A complete response to the RFP that complies with the RFP requirements with a minimum of exceptions.
- Reliability: A system that has a proven track record of reliability as well as an architecture that is inherently fault tolerant.
- Functionality: The ability for the system to improve how RCSD conducts business. The efficiency and effectiveness of all staff at RCSD is critical to its long-term success.
- Cost Effectiveness: A cost effective solution in the initial purchase, as well as the ongoing maintenance and servicing of the system.
- Warranty/Maintenance/Training Support: Ability to provide timely support during the installation, warranty period, and ongoing maintenance.

VENDOR DEMONSTRATIONS

Vendors may be required to provide a one-hour presentation which consists of the solution that was proposed including a product portfolio, benefits of the proposal and a working demonstration of their work. This presentation might include staff that may or may not be key decision makers in the RFP solution nor employed by the District.

RFP SCHEDULE

RFP Posting:	July 31, 2018
End of Questions:	August 10, 2018, 3:00 p.m.
Closing:	August 24, 2018, 10:00 a.m.
Bid Opening:	August 24, 2018, 10:00 a.m.
Vendor Demonstration:	To Be Determined - After Bid Closing
Award of RFP:	October 4, 2018, Contingent upon Board Approval
Contract Start Date:	October 5, 2018

**RFP 19-900 - APPENDIX A
PRICING WORKSHEET
FISCAL YEAR 2018-2019**

Please click within the below spreadsheet to complete the pricing worksheet. Responses are required to provide a five-year cost analysis.

Vendor Name:	
Contact Name:	
Contact Title:	
Contact Phone:	

QUANTITATIVE ANALYSIS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
COSTS	18-19	19-20	20-21	21-22	21-22	TOTAL
Physical Inventory including Asset Tagging						\$0.00
Software Licensing						\$0.00
Training of Staff (Pre-Implementation)						\$0.00
Administrator Training (Pre-Implementation)						\$0.00
Hosting, Support, Updates						\$0.00
Hardware						\$0.00
						\$0.00
Additional Fees, if any below:						
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
LESS DISCOUNTS						\$0.00
TOTAL COSTS (ANNUAL):	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Or copy and paste the following URL into a browser: <https://goo.gl/1GpDEk>

**RFP 19-900 - APPENDIX B
REFERENCES
FISCAL YEAR 2018-2019**

Provide contact information for a minimum of three California references, preferably in K-12 Education.

Company name and location	
Contact name, position and phone number	
Contact Email	
Implemented Solution	
Implementation Completion Timeline (i.e. 90 days)	
How long installed	

Company name and location	
Contact name, position and phone number	
Contact Email	
Implemented Solution	
Implementation Completion Timeline (i.e. 90 days)	
How long installed	

Company name and location	
Contact name, position and phone number	
Contact Email	
Implemented Solution	
Implementation Completion Timeline (i.e. 90 days)	
How long installed	

VENDOR REQUIREMENTS, ADDITIONAL INSTRUCTIONS & INFORMATION TO PROPOSERS

All submitted proposals must provide at a minimum, all requested information in this RFP. Each response will be reviewed to determine if it is complete prior to actual evaluation. The information should be organized as indicated in the RFP requirements.

Roseville City Elementary School District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the request for information, contained in this section.

1. **PROPOSALS:** Each proposal shall be submitted on forms supplied by the DISTRICT. Each proposal shall conform and be responsive to DISTRICT specifications. **Any portion not included, without prior district approval, could be cause of elimination from the RFP process.** Proposer shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form. Any portions of the submitted RFP, which are to be treated by Roseville City Elementary School District as proprietary and confidential information, must be clearly marked as such.
2. **REFERENCES:** Vendor shall supply a list of all school districts in the state of California for whom the Vendor is has provided Inventory and FAMP services during the past five (5) years (2013-18)
3. **CHANGES/CORRECTIONS/ADDENDUMS:** Changes or corrections may be made in the RFP documents after they have been issued and before the due date for receipt of proposals. In such case, a written addendum describing the change or correction will be issued by the District to all Vendors of record. Such addendum shall take precedence of that portion of the documents concerned, and shall become part of the RFP documents. Except in unusual cases, addenda will be issued to reach the Vendors at least three (3) days prior to the established date for receipt of proposals.
4. **TYPEWRITTEN/WRITTEN IN INK:** All prices or notations must be typed or written in ink. Proposals written in pencil will not be accepted.
5. **ERASURES:** The proposal submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or person signing the proposal.
6. **ALL COSTS INCLUDED:** All costs must be included in the bidder's proposal. The bidder shall deliver, install, and provide training for use of the student management system. These specifications are meant to outline the District's functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirements.
7. **TAXES AND INSURANCE:** All insurance that may be required shall be included in all bid response quotations. The District is not exempt from California State sales and use taxes. The District is exempt from paying Federal Excise Taxes. California sales tax shall be included in the bid response quotations as a separate line item.

8. **SIGNATURE:** The proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. In case a proposal is submitted by a corporation, it must be signed in the name of said corporation by a duly authorized officer or agent thereof.
9. **MODIFICATIONS:** Changes in or additions to the proposal form, alternative proposals, or any modifications of the proposal form which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the invitation to proposal. No oral or telephonic (facsimile machine, FAX, inclusive) modifications of any proposal submitted will be considered.
10. **EXAMINATION OF CONTRACT DOCUMENTS:** Bidders shall thoroughly examine and be familiar with Specifications. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addenda or other documents or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as "Prime Facie" evidence of compliance with this section.
11. **ERROR IN PROPOSAL:** Any claim by bidder of error in his proposal must be made before proposals are opened, or the claim shall be deemed waived. Any bidder may withdraw his proposal at any time before the time at which proposals are due and the Request for Proposals is closed and, having done so, no bidder will be permitted to re-submit a proposal.
12. **AWARD OF CONTRACT LIMITATION:** No proposal will be accepted from or contract awarded to any party or firm in arrears to the District, or who is a defaulter as surety, contractor or otherwise.
13. **EVIDENCE OF RESPONSIBILITY:** Upon the request of the District, a bidder whose proposal is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his experience and organization available for the performance of the contract.
14. **ACCEPTANCE OR REJECTION OF PROPOSALS:** The Board of Education reserves the right to reject any and all proposals, or any or all items of any proposal, or waive any irregularity of any proposal. No proposal may be withdrawn for a period of ninety (90) days without written approval of the District.
15. **THE CONTRACT:** The proposer to whom the award is made shall be required to enter into a written contract with the District. These RFP specifications and the proposer's submission will be attached to, and become a part of, the final contract documents. The District makes no commitment in or by virtue of this RFP to purchase anything from any supplier. The receipt of any supplier's quotation shall not place the District under any obligation to award the agreement to that supplier.
16. **COOPERATIVE CONTRACTS OR CURRENT PIGGYBACKABLE BID OR CONTRACT AWARDS:** The District is seeking best value for product and services. Access to current piggyback bids or contracts, government contracts or cooperative purchasing agreements is desirable.
17. **PREVAILING LAW:** In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.

18. **SAMPLES:** Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.
19. **FEDERAL OR STATE REGULATIONS:** The Bidder's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State of California and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.
20. **ASSIGNMENT PROHIBITED:** No contract awarded under this proposal shall be assigned without the approval of the Board of Education.
21. **PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS:** The Bidder shall save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by the District, or by any of its officers or agents of items to be supplied by the Bidder.
22. **DELIVERY:** All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety. this should move up or a sentence move down.
23. **INABILITY TO PERFORM:** In the event that Bidder is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:
- a. The Bidder shall send written notice to the District of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Bidder shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by the District or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
 - b. The District may cancel the contract or purchase order, entirely or in part.
 - c. The Bidder shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the District of a new purchase order or other written instruction.

24. **EQUAL OPPORTUNITY EMPLOYMENT:** Bidder, in submitting his proposal certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.
25. **GOVERNING LAW AND VENUE:** In the event of litigation, the bid 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 Placer County.
26. **CONTACT WITH DISTRICT REPRESENTATIVES:** No business entity, including any agent of such entity, shall directly or indirectly contact any district representative immediately before or during the bidding process of any project on which the business entity intends to or has submitted a bid. Any vendor violating this policy shall be deemed disqualified from bidding. Should such contact come to light after the bid is awarded and the entity was deemed the successful bidder, the Board reserves the right to cancel any contract awarded.
27. **ARBITRATION:** All claims of \$375,000 or less which arise between the bidder and the District shall be subject to the settlement and arbitration provisions set forth in the public Contract Code Sections 20104 through 20104.8, which provisions are incorporated hereby by this reference.
28. **RIGHT TO TERMINATE:** District reserves the right to terminate this Request for Proposal and all documents associated with the Request for Proposal, including but not limited to a Letter of Intent/Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Bidder/Contractor prior to termination.

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29. **BID PROTEST:** Any bid protest by any Bidder must be submitted in writing to the District before 2:00 p.m. of the third (3rd) business day following bid opening.
- a. The protest must contain a complete statement of any and all bases for the protest.
 - b. The protest must refer to the specific portions of all documents that form the bases for the protest.
 - c. The party filing the protest must have actually submitted a bid. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue his or her own protest.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District no later than 2:00 p.m., no later than three (3) working days after the deadline for submission of the bid protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest.
 - g. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
 - h. A "business day", for purposes of this section, means a weekday during which the District's office is open and conducting business.

NON-COLLUSION AFFIDAVIT TO BE EXECUTE
BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code Section 7106)

_____ (Name) , being first duly sworn, deposes and says that they are
_____ (title) of the _____ (Name)

the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, 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 bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid 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 certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature: _____

Printed Name: _____

Company Name: _____

Address: _____

City, State, ZIP _____

Date: _____

EXECUTION OF OFFER

**ROSEVILLE CITY SCHOOL DISTRICT
RFP 19-900 - Fixed Asset Inventory & Asset Management System**

Bid Closing Date: August 24, 2018

Bid Closing Site: Roseville City School District, Warehouse Conference Room

To: Purchasing Supervisor

- 1) Pursuant to and in compliance with the Notice Inviting Proposals, Information for Bidders, General Conditions, Bid Form, Addenda, if any, and other documents relating thereto, the undersigned bidder having familiarized him/herself with the terms of the bid and the conditions affecting the performance of the bid, hereby proposed and agrees to perform, within the time stipulated everything required in this bid for the amount herein set forth.
- 2) This bid shall continue to remain in effect after the initial period indicated for as long as all parties remain in agreement for additional purchases.
- 3) Bidder shall complete and sign the provided Non-collusion Affidavit and include it with bid response.

Name of Firm

Address

_____ (name), the _____ (title),

of the bidder, hereby certify under penalty of perjury in accordance with the laws of the State of California, that all the information submitted by the bidder in connection with RFP 19-900 - RCSD Fixed Asset Inventory and Asset Management System, and all the representations herein made, are true and correct.

Executed this _____ day of _____, 20__ at _____ (county).

Signature _____

Telephone _____

Email address _____

END OF BID FORM, TERMS AND CONDITIONS