

Board Office Use: Legislative File Info.	
File ID Number	12-3293
Introduction Date	Jan 9, 2013
Enactment Number	13-0128
Enactment Date	1-9-13



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To The Board of Education
From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement) Jan 9, 2013

Subject Professional Services Contract -
 AssetWorks Pittsburgh PA (contractor, City State)
 905 - Office of the Deputy Superintendent for Business (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and AssetWorks. Services to be primarily provided to - Office of the Deputy Superintendent for Business for the period of 1/10/2013 through 06/30/2013.

Background
A one paragraph explanation of why the consultant's services are needed.

The last physical inventory of the District's assets was performed for fiscal year ending June 30, 2010. The engagement will include a complete physical inventory and RFID tagging, property accountability and stewardship of assets and obtain a valuation of assets as specified in the engagement proposal.

Discussion
One paragraph summary of the scope of work.

Contractor to provide an updated report covering the fixed asset management and professional valuations services that reflects all additions, disposals, and transfers since the last physical inventory performed as of Fiscal Year ending June 30, 2012 and to assist the District in meeting financial reporting requirements and the implementation of Governmental Accounting Standards Board's (GASB) Statement No. 34, for the period commencing January 10, 2013 and concluding on June 30, 2013 in an amount not-to-exceed \$199,003.00.

Recommendation Approval of professional services contract between Oakland Unified School District and AssetWorks. Services to be primarily provided to - Office of the Deputy Superintendent for Business for the period of 1/10/2013 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) General Purpose
 Self Insurance not to exceed \$199,003.00

- Attachments**
- Professional Services Contract including scope of work
 - Fingerprint/Background Check Certification
 - Commercial General Liability Insurance Certification
 - TB screening documentation
 - Statement of qualifications

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PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and AssetWorks (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 1/10/2013, 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 06/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed One Hundred Ninety Nine Thousand and Three Dollars----- Dollars (\$199,003.00). 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.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - 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.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* _____ which shall not exceed a total cost of \$ _____.
- 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:

Professional Services Contract

OUSD Representative:

Name: Vernon Hal
Site /Dept.: 305 - Office of the Deputy Superintendent for Business
Address: 1025 Second Ave., Room 301
Oakland, CA 94619
Phone: (510) 273-3212

CONTRACTOR:

Name: Michael Broello
Title: Vice President, AssetWorks
Address: 168 Industry Drive
Pittsburgh PA 15275
Phone: (877) 809-0600 x1324

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.

8. Invoicing

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.

1. 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.

- ii. 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: MBP

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:
 1. 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).

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/eplis/search.do>)

Summary of terms and compensation:

Anticipated start date: 1/10/2013 Work shall be completed by: 08/30/2013 Total Fee: \$ 199,003.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Edgar Salazar, Jr.
Secretary, Board of Education

1/17/13
Date

1/17/13
Date

CONTRACTOR AssetWorks Inc.

Michael B. Broello
Contractor Signature

12/20/2012
Date

Michael Broello Vice President, AssetWorks
Print Name, Title

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

By: Marion Mendelsohn
Marion Mendelsohn Attorney at Law
Assistant General Counsel

File ID Number: 12-3293
Introduction Date: 1-9-13
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By:

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

For purposes of only this particular contract for fixed asset inventory professional services, the parties, Contractor AssetWorks and OUSD, make the following amendments by replacing the language in paragraphs 16 and 22 and replacing it with the following:

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. For clarity, each party shall retain ownership of pre-existing intellectual property and any derivatives thereof."

22. Limitation of Liability. Other than as provided in this Agreement, neither party's financial obligations under this Agreement shall be limited to the payment of the compensation in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall either party 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.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR AssetWorks Inc.

[Signature]
President, Board of Education
 Superintendent or designee
11/7/13
Date

[Signature] 12/20/2012
Contractor Signature Date

Secretary, Board of Education Date

Michael Borello J.P.
Print Name, Title

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: [Signature]
Marisa McWhorter Attorney at Law
Assistant General Counsel

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By:

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not 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 WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

Contractor to provide an updated report covering the fixed asset management and professional valuations services that reflects all additions, disposals, and transfers since the last physical inventory performed as of Fiscal Year ending June 30, 2012 and to assist the District in meeting financial reporting requirements and the implementation of Governmental Accounting Standards Board's (GASB) Statement No. 34, for the period commencing January 10, 2013 and concluding on June 30, 2013 in an amount not-to-exceed \$199,003.00.

SCOPE OF WORK

AssetWorks will provide a maximum of n/a hours of services at a rate of \$n/a per hour for a total not to exceed \$199,003.00. Services are anticipated to begin on 1/10/2013 and end on 06/30/2013.

1. 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. Professional Services Agreement between District and AssetWorks of Pittsburgh, PA, for the latter to provide an updated report covering the fixed asset management and professional valuations services that reflects all additions, disposals, and transfers since the last physical inventory performed as of Fiscal Year ending June 30, 2012 and to assist the District in meeting financial reporting requirements and the implementation of Governmental Accounting Standards Board's (GASB) Statement No. 34.

2. Specific Outcomes: 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.

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
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number:_____

Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either 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.
-

ASSETWORKS, INC.

DUNS: 828548961 CAGE Code: 58R41

Status: Active

998 OLD EAGLE SCHOOL RD STE 1215

WAYNE, PA, 19087-1805 ,

UNITED STATES

Entity Overview

Entity Information

DUNS: 828548961

Name: ASSETWORKS, INC.

Business Type: Business or Organization

POC Name: None Specified

Registration Status: Active

Expiration Date: 06/05/2013

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.474.20121216-2150

WWW4

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

December 17, 2012

Vernon E. Hal
Deputy Superintendent for Business and Operations
Oakland Unified School District
Office of the Superintendent
1025 2nd Ave., Room 301
Oakland, CA 94606

RE: Request for Proposal- Fixed Asset Management Services

Dear Mr. Hal:

AssetWorks, Inc. (AssetWorks) is pleased to submit our proposal to provide Oakland Unified School District (District) comprehensive fixed asset inventory and management services which will include physical asset inventory and verification of machinery and equipment assets, barcode tagging of non-tagged assets, asset exception reporting (additions/retirements) and certified appraisal reports to meet the financial reporting requirements of GASB 34, external audit requirements and comply with California Education Code 35168.

AssetWorks is uniquely qualified to provide the inventory and reconciliation services to Oakland USD in coordination with the insurance appraisals performed through Northern California Relief, resulting in considerable cost savings. The project goals go beyond counting assets and recording serial numbers, the understanding of the larger picture, populating software systems and the utilization of technology to achieve compliancy on multiple levels. These are the theories AssetWorks employs taking the initiative to develop innovative solutions ideas and bring new tools and techniques to better serve our clients.

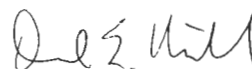
Please contact me directly at 800-428-1925x1806 or via e-mail at gregory.friz@assetworks.com with any questions or to schedule a meeting at your convenience to review our proposed services

Respectfully submitted,



AssetWorks Appraisal
Gregory N. Friz
Director, Appraisal Group

Respectfully submitted,



AssetWorks Appraisal
David Middendorf, MS, ASA, ARM-P
Vice President of Development

**National Presence...
Local Expertise**

Oakland Unified School District

Fixed Asset Management Services

Office Locations

East

*Pittsburgh, PA
Philadelphia, PA
New York, NY
Delmar, NY
Atlanta, GA
Miami, FL*

West

*Los Angeles, CA
San Diego, CA
Portland, OR
Phoenix, AZ
Denver, CO*

Central

*Chicago, IL
Dallas, TX
San Antonio, TX
Minneapolis, MN
Milwaukee, WI*

Prepared by:

AssetWORKS

**Gregory N. Friz, Director
6404 Wilshire Blvd., Suite 650
Los Angeles, CA 900481
P 800.428.1925 x1806
F 310-470-4903**

**gregory.friz@assetworks.com
www.assetworks.com**



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STATEMENT OF QUALIFICATIONS

AssetWORKS

AssetWorks Inc. is a Constellation Software, Inc. company. Constellation Software, Inc. is an international provider of market-leading software and services to a variety of industries, across both public and private sectors. The company has a large, diverse customer base of 16,000 customers, operating in over 30 countries around the world. Constellation is an extremely healthy organization, with consolidated revenues exceeding US\$700 million.

AssetWorks offers asset management solutions that embrace all aspects of capital asset and asset verification tracking, valuation and reporting. AssetWorks provides Appraisal Software and Consulting Services, Integrated Workplace Management Systems, Fleet Management Software, Fixed Asset Management Software and Integrated Automated Fueling Systems to organizations with large investments in capital assets. AssetWorks' suite of asset management solutions help our clients with capital and fixed assets; vehicle management; facilities and real estate management; improved regulatory compliance such as GASB 34/35; catastrophe modeling; insurance valuation; inventory control; fuel and energy expenditures and much more.

Our innovative solutions help organizations to vastly improve GASB34/35 compliance, generate detailed financial reports, carry out depreciation and capitalization modeling, track property disposal, generate property insurance reports, and much more.

The District can confidently select AssetWorks as a partner to provide asset management services. Specializing in providing asset management consulting, inventory, reconciliation, and valuation we offer:

- Two decades providing Enterprise Asset Management software solutions (EAM) and have the reputation of being the “best of class” provider. We are proud members of the Association of School Business Officials (ASBO) California Association of School Business Officials (CASBO) and the National Property Management Association (NPMA).
- Our project team consists of full-time employees who are associated with the American society of Appraisers (ASA). Our team has recently served over 300 California School Districts
- AssetWorks Appraisal is the technology pioneer in asset management solutions. We have the most advanced enterprise asset solution to support our client’s asset management needs.
- We have successfully provided asset management tracking, verification and consulting services for more than 5,000 entities across the United States, Europe, and Puerto Rico including *over 1,000 educational clients.*

PROJECT TEAM

Our professional asset management team is comprised of full-time consultants possessing backgrounds in a wide range of specialties, including architecture, engineering, construction estimating, accounting, real estate, finance, and business management. Members of our staff maintain affiliations with the American Society of Appraisers (ASA). The AssetWorks Team performing the onsite asset inventory have all undergone background checks and fingerprinting by the California Dept. of Justice and are in compliance with Education Code 45125.1. Each team member will wear a badge stating this, including a photo to fully identify by face and name.

Contract Manager – Mr. Greg Friz – Los Angeles, CA

Mr. Greg Friz is the designated contact person who is authorized to contract for AssetWorks. He is also the designated AssetWorks Partnership Manager for this project. Mr. Friz is well qualified to serve as the Partnership Manager. He is a current Director with AssetWorks and has been providing asset management services to public entities for over two decades. His tenure at AssetWorks has included regional project management, the design, planning, and execution of numerous property appraisals and capital asset accounting studies for school districts, municipalities, and various other public sector entities.

Project Manager – Ms. Sandra Hou, ASA – Los Angeles, CA

Ms. Hou is our Western Region Operations Manager and has attained the ASA designation, the highest available in the industry. Her experience has included asset inventory projects across California, including serving as the Project Manager for the majority of the references provided.

Lead Data Collection Specialist – Mr. Jackson Stahl, ASA – Los Angeles, CA

Mr. Stahl has been serving our clients since 1998 and is a seasoned asset inventory project specialist. He has worked alongside Ms. Hou for many years and has managed numerous similar projects for California school districts and public entities.

Data Collection Specialist – Mr. Tim Kolgen – San Diego, CA

Mr. Kolgen has been serving our clients since 2002 and has performed asset inventory projects across California, working alongside Ms. Hou and Mr. Stahl for the majority of the references provided.

Lead Data Processor – Mr. Brett Johnson – Los Angeles, CA

Mr. Johnson has been providing information services to our clients since 1991. Brett will be responsible for preparing deliverables and the final data export file.

WORK PLAN

The scope of this project is focused on the proper accountability and stewardship of fixed assets, financial reporting requirements of GASB Statement 34/35 and compliancy requirements of Education Code 35168 insurance reporting. This includes the identification of assets/property as well as the determination of historical costs for all assets. Additionally, identifying depreciable lives and calculation of accumulated and annual depreciations will take place followed by reporting in a format that is both useable and compliant.

Our service will include an independent asset inventory and barcode tagging of capital machinery and equipment assets (\$5,000 original cost and greater), critical control assets (\$500 original cost and greater). AssetWorks implementation plan is as follows:

Asset Inventory Verification Work Plan	Schedule
Task 1-Project Planning	
➤ Establish project/client team	Week 1
➤ Project team orientation	Week 1
➤ Identify communication protocol	Week 1
➤ Confirm Deliverables	Week 1
➤ Review District fixed assets data export	Week 2
➤ Review Land/Buildings/Land improvement provided data	Week 2
Task 2-Capital Asset Inventory	
➤ Develop inventory schedule	Week 3
➤ Perform site inventory	Weeks 4-8
➤ Record asset location data elements (site/building/room)	Weeks 4-8
➤ Record pertinent asset data (tag, manufacturer, model serial, etc.)	Weeks 4-8
➤ Record existing tags or apply barcode tags	Weeks 4-8
➤ Develop original costs and apply depreciation	Weeks 9-11
➤ Assign normal life to each asset inventoried	Weeks 9-11
Task 4-Deliverables	
➤ Preliminary reports (Exceptions)	Weeks 12-13
➤ Review preliminary reports	Weeks 14-15
➤ Prepare final report	Weeks 16-18
➤ Prepare master data file (Excel)	Weeks 16-18
➤ AssetMAXX implementation & on-site training	Week 20

ASSET MANAGEMENT STRATEGIC PLANNING

AssetWorks will conduct a detailed analysis of on-going asset management operations to identify strengths and weaknesses within the existing system.

The below listed areas will be examined to understand the functional interrelationship, if data elements have been standardized, and to document exception processes. The business systems will be examined for interoperability of data needed by the impacted business system to ensure the systems are receiving and sharing information in a timely, effective and efficient manner. The strategic plan will cover such areas as:

- Capitalization Threshold
- Current Procurement Procedures
- Current Disposal Procedures
- Asset Control Items
- Software Utilization
- Asset Acquisition Procedures
- Asset Transfer Procedures
- Asset Maintenance
- Fixed Asset Reporting
- Asset Classification/ Lifting

Based on the data collected as well as using the most current standards and professional experience, a strategic asset management plan will be delivered for coordination and approval. The minimum level of procedural guidance will include:

1. Property accounting procedures to include receipt, issue, life cycle management, and disposal.
2. Data collection procedures, data elements required to obtain and sustain a clean audit opinion.
3. Property tagging policy, required to gain efficiency and effective inventory control. The policy will define the structure of the asset label (tag) and how they are assigned.
4. Excess and disposal policy and procedures will explain how property is determined to be excess to the needs of the user, potential for reutilization and the procedures for final disposal of the property.
5. Asset Management Handbook. A document describing the duties and responsibilities of the key personnel of the asset management system to track the inventory and use of property assigned to staff. This document will explain how to conduct inventories to include pre-inventory and post-inventory actions; asset tagging and replacing damaged tags, identifying impairments and improvements to property; and identifying and disposing of excess property.

ASSET INVENTORY VERIFICATION

A detailed inspection and field inventory will be conducted at all buildings, identifying each capital asset by location, building and room. All assets included in our inventory and appraisal will be recorded and categorized by major account. This segregation of items will assist in reporting asset valuation totals for capital asset reporting formats. Our appraisers will utilize hand held computers equipped with laser scanners to document the required information for each asset where available:

- | | |
|--------------------------------|-----------------------------------|
| a. Asset Identification Number | i. Building |
| b. Description | j. Site/Location |
| c. Quantity | k. Room/Sublocation |
| d. Acquisition Date | l. Cost Information |
| e. Manufacturer | m. Funding Source |
| f. Model | n. Department |
| g. Serial Number | o. Normal Useful Life |
| h. Asset Account | p. Miscellaneous (e.g. old tag #) |

Barcode Tagging- AssetWorks appraisers will record the existing tag number or apply bar code tags assets where no tag exists and enter the tag numbers along with all the corresponding asset information into the database. Our base fee includes the cost of all tags necessary for the inventory and may use existing District tags if that is preferred.

Control Assets – Assets with an original cost more than \$500 or more, and having an estimated useful life of two years or greater will be inventoried and identified in reports, inclusive of all assets.

Capital Assets – All assets with an original unit cost of \$5,000 or more, and having an estimated useful life of two years or greater will be inventoried and identified individually and capitalized in the resulting reports and data. These reports are provided in order to comply with GASB Statement 34.

Buildings, Land & Improvements

Assets within these classifications are reportable under GASB 34 guidelines and as a result, existing assets will be carried over from the District provided database and included in the final reports. Any additions to this class of assets will be included based on information provided by the district.

COSTING & VALUATION METHODOLOGY

The offsite valuation portion of the project entails the research and calculations necessary to formulate historic costs. Our investigation of the property will follow generally accepted appraisal techniques and will include the use of specific techniques necessary to develop valid and acceptable original cost and date of acquisition for each asset. We will determine original cost by using the following costing methods:

Direct Costing method will be used where historical data is readily available from District records. The actual purchase cost and acquisition date will be maintained for those assets. While AssetWorks, Inc. is not proposing a detailed line-by-line reconciliation, our staff will work with records as provided by the District to tie back original cost and dates of acquisition on the more material and recent acquisitions.

Standard Costing is used when inventoried property units/groups not reconciled to a historical record receive an estimated cost, where possible, based upon a standard cost (a known average installed cost for a like unit) at the estimated acquisition date.

Normal Costing method will be used where no historical information is readily available. These assets will be valued on a current basis and back-trended to an estimated date of acquisition to estimate the original cost. During the costing and valuation procedures, all items will be assigned a useful life. The useful life of an item will determine its approximate replacement year.

ORIGINAL COST is the amount originally paid to acquire the asset, including such cost as set-up charges; transportation; taxes; engineering and architectural fees; and title insurance. If an asset was donated or bought for a nominal sum, GAAP requires that the asset be accounted for at market value as of the date of acquisition.

PROJECT DELIVERABLES

Detail as well as summary reports are included in the final product. A narrative section that will certify our appraisal and document our procedures will precede your reports. Our conclusions will assist the District with meeting the financial reporting requirements of GASB 34/35, California Ed Code requirements and accountability and stewardship of assets. Reports will be presented in an easy-to-read format and include asset exception reports, draft reports, and final reports and master data file.

Reconciliation Process

Upon completion of the onsite fieldwork and offsite valuations, a data match comparing the existing fixed asset database to the database of information recorded during the onsite fieldwork will occur resulting in the following reports:

- Inventoried Assets-“Matches”
- Unrecorded Additions
- Unrecorded Retirements-“Exceptions”

Quality control is implemented during this stage through project manager assets review in coordination with the lead data processor to ensure all assets are allocated into the applicable category. Recommended solutions will be provided in order to resolve discrepancies and address exceptions.

Preliminary Reports

Based upon the reconciliation process, draft summary and detail reports will be sent to the District via email in .pdf format for review. Two weeks are provided to determine acceptability of the final data.

Final Reports

Upon acceptance of preliminary reports, AssetWorks will immediately prepare and deliver final reports in electronic and hard-copy format.

- Accounting Reports
 - Property Accounting Summary
 - Property Accounting Ledger/Detail
 - Property Accounting Summary Year-To-Date Depreciation
 - Property Accounting Ledger/Detail Year-To-Date Depreciation
 - Net Changes Summary – Depreciation by Program
 - Master Asset Detail Reports (capitalized and non-capitalized assets)
- Electronic Reports
 - Master Data File (Excel Format)
 - AssetMAXX Implementation (optional)

PROJECT FEES & AUTHORIZATION

Please return a copy of this executed agreement to the attention of the undersigned via fax to 310-470-4903 and mail the original project fees page mailed back to this office. All professional fees outlined below are in US Dollars and include out-of-pocket expenses. The **TOTAL** investment is as follows:

Fixed Asset Management Services (Choose one of the two options)

Initial Here

Professional Asset Inventory and Valuation Services Project **\$106,053** _____

(Project fee reduced from \$134,244 based on performance in coordination with NCR insurance appraisals)

Asset Management Software

Five AssetMAXX Administrative users at \$1,300/user/year **\$6,500 per year** _____

Five AssetMAXX view only users \$400/user/year **\$2,000 per year** _____

AssetMAXX On-site training 3 days at \$1,500 /day **\$4,500** _____

Handheld Tablet PC & Mobile AssetMAXX Software

Seven Mobile AssetMAXX License users at \$1,500/user/year **\$10,500** _____

Seven HP Slate Tablet PC's at \$1,000 each **\$7,000** _____

Seven Socket 7 Bluetooth Barcode Scanner at \$350 each **\$2,450** _____

Total Year One with Barcoding: \$139,003

RFID Tags & Reader

Sentry UHF RFID Tag, 6'-8' read range (estimate 25,000 tags) **\$41,250** _____

Seven Bluetooth RFID Reader at \$1,100 each **\$7,700** _____

RFID Tag handling and placement **\$13,500** _____

Total Year One with RFID Barcoding: \$199,003

RESPECTFULLY OFFERED BY:

ACCEPTED BY:



Oakland Unified School District

Signature

Gregory N. Friz, Director
 December 17, 2012

Name/Title

Date
 12/20/12
 OAKLAND UNIFIED SCHOOL DISTRICT
 Office of General Counsel
 APPROVED FOR FORM & SUBSTANCE
 By:
 Marion New Williams Attorney at Law
 Assistant General Counsel

ADDENDUM A-ASSET MANAGEMENT SOFTWARE & HARDWARE

AssetMAXX™ is the most **comprehensive** and **flexible** asset management tool available for **capital asset** and **real property** tracking. AssetMAXX™ incorporates all of the necessary capital asset tracking and reporting tools into an easy to use **web-based package**. In addition to its capital asset tracking capabilities, AssetMAXX™ also allows for the tracking and updating of real property for insurance reporting and insurance placement purposes. It provides users with significant advantages over a traditional client-server or stand-alone software.

With AssetMAXX™, the application and data are housed on AssetWorks' hardware at AssetWorks' data center. AssetWorks handles the day-to-day system and database administration responsibilities that otherwise would need to be managed by an organization's Information Technology Department. In essence, users rent the application and access it over the web thus eliminating the internal need for costly hardware and time consuming maintenance. AssetMAXX™ encompasses all areas of capital asset and real property tracking and reporting. A few of its many features include:

- ✦ Fast, Reliable and Easy Access to Data
- ✦ Secure Server Location and Administration
- ✦ Secure Authentication, Data Encryption and User Log for Accountability
- ✦ Supports Unlimited Number of Users
- ✦ Multiple Levels of Security and Access Permissions
- ✦ GASB 34/35 Compliant Features and Reports
- ✦ Both Standard and Ad Hoc Reporting Features
- ✦ Supports Multiple Depreciation Records
- ✦ Supports Multiple Capitalization Levels
- ✦ Tracks Maintenance and Repair Histories
- ✦ Allows for Partial Disposals
- ✦ Multiple User Defined Fields (10)
- ✦ Digital Photo Interface
- ✦ Handheld Computer Interface (for adding new assets and conducting scanned re-inventories)
- ✦ Data Import and Export Capabilities (MS Excel & Comma Delimited)

Try the DEMO @ www.assetmaxx.com !

MOBILE ASSET MANAGEMENT SOLUTION

MOBILE ASSETMAXX

Easy data capturing methods and full mobile database capabilities are the cornerstones of the Mobile AssetMAXX software design. In addition to its data reconciliation capabilities, Mobile AssetMAXX gives users the ability to capture tags via barcode scanner, HF RFID, UHF RFID, as well as manual entry. Mobile AssetMAXX is the most flexible and accurate asset reconciliation software available in the fixed asset industry.

Mobile AssetMAXX is our licensed Mobile software for use with multiple operating systems. The flexibility of the software lets customers deploy it on any piece of equipment running a full OS and Java. Mobile AssetMAXX enables users to import data directly from their AssetMAXX database, collect their field information and verify existing assets, and update their AssetMAXX fixed asset database using this efficient and smart tool.

Our Mobile AssetMAXX software features are conducive to an accurate and efficient data reconciliation process by streamlining re-inventory workflow processes.

Mobile AssetMAXX Features

- Download and view your fixed asset inventory.
- Add new assets on the fly, capturing all relevant data measures.
- Transfer assets from one location to another in one step.
- Reconcile assets based on tag number, serial number, or asset ID.
- Conduct your re-inventory filtered by location or asset custodian.
- Reconcile missing assets on site.
- Supported software license with periodic software updates and tech support.

BARCODE HARDWARE

Below is a list of suggested equipment setups. These have been tested by our staff and meet our standards of reliability and efficiency. They vary in speed and components. Take this into consideration when choosing the right equipment package for your organization. See proposal or quote for pricing.

HP Slate 2 Tablet PC

Features

- Intel® ATOM Z540 1.86 GHz Processor
- 2GB On-Board Memory
- 64GB Hard Drive
- 8.9-inch diagonal LED-backlit WSVGA wide-viewing angle display
- Intel Graphics Media Accelerator 500
- High Definition Audio
- HP Slate Digital Pen
- Genuine Windows 7 Professional 32bit FreeDOS
- Integrated Wi-Fi® (802.11 a/b/g) networking
- Integrated Bluetooth® 2.0 (EDR compliant)
- USB 2.0 port (2)
- HDMI Connector



Compatible Bluetooth Barcode Scanner

Socket Series 7





GAO RFID Inc.

A Member of GAO Group

Celebrating Over 15 Year of Innovation

Product Overview

UHF Gen 2 Bluetooth and USB Handheld Reader/Writer

(246008)

The 860 MHz to 960MHz UHF Gen 2 Bluetooth and USB handheld reader/writer is suitable for applications such as access control, asset tracking, warehouse management, livestock tagging or other applications needing UHF Gen 2 mobile handheld tracking terminals.

This handheld UHF Gen 2 RFID Reader offers flexible options for data transfer to a host through Bluetooth or USB. This allows for easy connection to devices such as PDAs, laptops or smart phones. The portable reader features a swivel read head to allow for the best read rates regardless of tag orientation and for comfortable operation by the user. The device's simple trigger button offers ease of operation and an LED provides read status. The handheld reader is available at a variety of frequencies for use in North America, Europe, Japan, Korea and elsewhere. It is suitable for applications such as access control, asset tracking, warehouse management, livestock tagging or other applications needing UHF Gen 2 mobile handheld tracking terminals.





GAO RFID Inc.

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Celebrating Over 15 Year of Innovation

Product Overview

UHF Gen 2 Bluetooth and USB Handheld Reader/Writer

(246008)

Key Features

- ✓ Flexibly connects with hosts through Bluetooth or USB cable
- ✓ Easily connects with Smart Phones, PDAs, Laptops, Desktops
- ✓ Global UHF RFID frequency range supported

Technical Specifications

Read Range	3 to 5 m, tag dependant
Protocols	ISO 18000-6C, EPC Class1 Gen 2
Operating Frequency	860 MHz to 960 MHz
RF Output Power	1 W
Channels	6
Channel Spacing	200 kHz
Modulation	PR-ASK
Interface	Bluetooth 2.0 EDR/USB 1.1
Battery	2350 mAh LI-polymer rechargeable battery
Operating Temperature	-20 °C to 50 °C
Storage Temperature	-40 °C to 70 °C
Dimensions	145 mm x 50 mm x 30 mm (H x W x D)
Weight	170 g
Charge	20 Pin TTA

CONFIRMATION OF INSURANCE

NAMED INSURED

CONSTELLATION SOFTWARE INC. and
ASSETWORKS INC.
998 OLD EAGLE SCHOOL RD.
WAYNE, PA 19087

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURANCE COMPANIES AFFORDING COVERAGE

- COMPANY
A Zurich Insurance Company Ltd. (AM Best rating A+)
- COMPANY
B Liberty Mutual Fire Insurance Company (AM Best rating A)
- COMPANY
C
- COMPANY
D
- COMPANY
E Zurich American Insurance Company (AM Best rating A+)

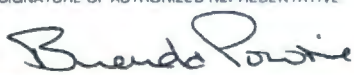
BROKER

THE CG&B GROUP INC.
120 SOUTH TOWN CENTRE BLVD.
MARKHAM, ON L6G 1C3

COVERAGES

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 ARE IN U.S. DOLLARS UNLESS INDICATED OTHERWISE.**

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS OF LIABILITY	
COMMERCIAL GENERAL LIABILITY OCCURRENCE BASIS INCLUDING PRODUCTS AND COMPLETED OPERATIONS CROSS LIABILITY / SEVERABILITY OF INTERESTS / BLANKET CONTRACTUAL LIABILITY PERSONAL INJURY \$1,000,000 LIMIT ADVERTISING LIABILITY \$1,000,000 LIMIT TENANT'S LEGAL LIABILITY \$1,000,000 LIMIT, MEDICAL EXPENSES \$25,000 LIMIT WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	E	GLO8249874	2012/09/27	2013/09/27	\$ 1,000,000	EACH OCCURRENCE
					\$ 1,000,000	GENERAL AGGREGATE
					\$ 1,000,000	PRODUCTS COMPLETED OPERATIONS AGGREGATE
NON-OWNED & HIRED AUTOMOBILE LIABILITY	A	8839016	2012/09/27	2013/09/27	\$ 1,000,000	EACH OCCURRENCE
UMBRELLA LIABILITY	A	8838706	2012/09/27	2013/09/27	\$14,000,000	PER OCCURRENCE & IN THE AGGREGATE
NOT APPLICABLE						
PROFESSIONAL LIABILITY AND TECHNOLOGY ERRORS & OMISSIONS CLAIMS MADE BASIS \$500,000 DEDUCTIBLE	E	IPR0435933200	2012/09/27	2013/09/27	\$ 5,000,000	PER CLAIM & IN THE AGGREGATE
NOT APPLICABLE						
PROPERTY BROAD FORM REPLACEMENT COST BASIS INCLUDING BUSINESS INCOME \$9,000,000 LIMIT	E	MCP4476069	2012/09/27	2013/09/27	\$ 25,000,000	PROPERTY OF EVERY DESCRIPTION
NOT APPLICABLE						
WORKERS COMPENSATION & EMPLOYER'S LIABILITY WC - STATUTORY LIMITS INCLUDING WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	B	WC2-B71-170802	2012/09/27	2013/09/27	\$ 1,000,000	E L EACH ACCIDENT EACH DISEASE/ EMPLOYEE DISEASE POLICY LIMIT
SIGNATURE OF AUTHORIZED REPRESENTATIVE			PRINT NAME		DATE (YYYY/MM/DD)	
			BRENDA POWRIE		2012/09/06	

CERTIFICATE OF INSURANCE

NAMED INSURED

CONSTELLATION SOFTWARE INC. and
ASSETWORKS INC.
101 LAKESIDE PARK
SOUTHAMPTON, PA 18966

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURANCE COMPANIES AFFORDING COVERAGE

COMPANY A Zurich Insurance Company Ltd. (AM Best rating A+)
COMPANY B Liberty Mutual Insurance Company (AM Best rating A)
COMPANY C
COMPANY D
COMPANY E Zurich American Insurance Company (AM Best rating A+)

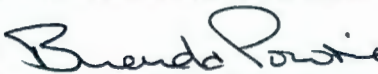
CERTIFICATE HOLDER

OAKLAND UNIFIED SCHOOL DISTRICT
1025 SECOND AVE
OAKLAND, CA 94606

COVERAGES

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 ARE IN U.S. DOLLARS UNLESS INDICATED OTHERWISE.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS OF LIABILITY	
COMMERCIAL GENERAL LIABILITY OCCURRENCE BASIS INCLUDING: PRODUCTS AND COMPLETED OPERATIONS CROSS LIABILITY / SEVERABILITY OF INTERESTS / BLANKET CONTRACTUAL LIABILITY PERSONAL INJURY \$1,000,000 LIMIT, ADVERTISING LIABILITY \$1,000,000 LIMIT TENANT'S LEGAL LIABILITY \$1,000,000 LIMIT, MEDICAL EXPENSES \$25,000 LIMIT WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	E	GLO8249874	2012/09/27	2013/09/27	\$ 1,000,000	EACH OCCURRENCE
					\$ 1,000,000	GENERAL AGGREGATE
					\$ 1,000,000	PRODUCTS - COMPLETED OPERATIONS AGGREGATE
ADDITIONAL INSURED: OAKLAND UNIFIED SCHOOL DISTRICT, but only with respect to liability arising out of the operations of the Named Insured. Such insurance as is afforded by the Commercial General Liability coverage on this policy will be considered as primary insurance, not contributory and not excess of any other insurance.						
NON-OWNED & HIRED AUTOMOBILE LIABILITY	A	8839016	2012/09/27	2013/09/27	\$1,000,000	EACH OCCURRENCE
UMBRELLA LIABILITY	A	8838706	2012/09/27	2013/09/27	\$14,000,000	PER OCCURRENCE & IN THE AGGREGATE
NOT APPLICABLE						
PROFESSIONAL LIABILITY AND TECHNOLOGY ERRORS & OMISSIONS CLAIMS MADE BASIS \$500,000 DEDUCTIBLE	E	IPR0435933200	2012/09/27	2013/09/27	\$ 5,000,000	PER CLAIM & IN THE AGGREGATE
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
WORKERS COMPENSATION & EMPLOYER'S LIABILITY WC - STATUTORY LIMITS INCLUDING WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT EXCLUDING THE STATES OF KENTUCKY, NEW HAMPSHIRE, NEW JERSEY	B	WC2-B71-170802	2012/09/27	2013/09/27	\$ 1,000,000	E.L.: -EACH ACCIDENT -EACH DISEASE/ EMPLOYEE -DISEASE POLICY LIMIT
DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL PROVISIONS: <i>FIXED ASSET INVENTORY</i>						
BROKER The CG&B Group Inc. 120 South Town Centre Blvd. Markham, ON L6G 1C3			CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives			
SIGNATURE OF AUTHORIZED REPRESENTATIVE			PRINT NAME		DATE (YYYY/MM/DD)	
			BRENDA POWRIE		2012/12/20	

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/>	For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/>	For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/>	For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do)
	<input checked="" type="checkbox"/>	For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/>	For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input checked="" type="checkbox"/>	For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required) vernon.hal@ousd.k12.ca.us

Contractor Information

Contractor Name	AssetWorks	Agency's Contact	Michael Borello				
OUSD Vendor ID #	1005913	Title	Vice President				
Street Address	168 Industry Drive	City	Pittsburgh	State	PA	Zip	15275
Telephone	(877) 809-0600 x1324	Email (required)	micahel.borello@assetworks.com				
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	1/10/2013	Date work will end	06/30/2013	Other Expenses	\$00.00
Pay Rate Per Hour (required)	\$n/a	Number of Hours (required)	n/a		

Budget Information

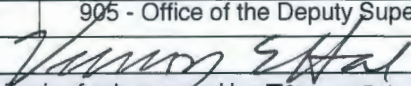
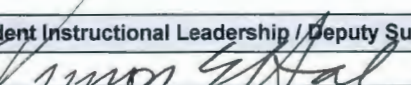
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
0000	General Purpose	9999000749	5825	\$ 144,253.00
0000	Self Insurance	6679233601	5825	\$ 54,750.00
			5825	\$
Requisition No. (required)	R2310519	Total Contract Amount		\$ 199,003.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	Administrator / Manager (Originator)	Name	Vernon Hal	Phone	(510) 273-3212
	Site / Department	905 - Office of the Deputy Superintendent for Business		Fax	510-273-3220
	Signature			Date Approved	
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature			Date Approved	
	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved		Denied - Reason	Date
Procurement	Date Received			PO Number	

Requisition No