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| Board Office Use: <b>Legislative File Info.</b> |             |
| File ID Number                                  | 18-2313     |
| Introduction Date                               | 12/12/18    |
| Enactment Number                                | 18-1827     |
| Enactment Date                                  | 12/13/18 os |



# Memo

**To** Board of Education  
**From** Kyla Johnson-Trammell, Superintendent  
 Marcus Battle, Chief Business Officer  
 Rebecca Littlejohn, Risk Management Officer

**Board Meeting Date** December 12, 2018

**Subject** Professional Services Contract  
 Contractor: AssetWorks, LLC  
 Services For: Risk Management

**Action Requested and Recommendation** Approval \_\_\_\_\_ by the Board of Education of Professional Services Contract between the District and AssetWorks, LLC \_\_\_\_\_, Los Angeles, CA \_\_\_\_\_, for the latter to provide comprehensive fixed asset inventory and management services which will include physical asset inventory and verification of assets, barcode tagging of non-tagged assets, asset exception reporting and certified reports to meet external audit requirements,

for the period of 2/1/2019 through 12/31/2019 in an amount not to exceed \$ 145,000.00.

**Background**

*(Why do we need these services? Why have you selected this vendor?)*

The last district wide physical inventory of the District's fixed assets was performed for fiscal year ending June 30, 2017. This assisted the District in (1) meeting financial reporting requirements; (2) conforming to the requirements of the California Education Code and the Code of Federal Regulations; and, (3) fulfilling the requirement to perform a periodic physical inventory as set forth in OUSD Board Policies. This engagement will perform an updated report covering all school sites and offices that reflects additions, disposals, and transfers of machinery and equipment as specified in the engagement proposal.

**Competitively Bid** Was this contract competitively bid? No  
 If no, exception: Special Services (financial, economic, accounting, legal or administrative services)

**Fiscal Impact** Funding resource(s): Self Insurance Fund

**Attachments** • Professional Services Contract

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**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

## PROFESSIONAL SERVICES CONTRACT 2018-2019

This Agreement is entered into between Asset Works LLC (CONTRACTOR) and Oakland Unified School District (OUSD). 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:

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
2. **Term:** The term of this Agreement shall be from 2/1/2019 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$90,200 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$90,200 whichever is later) to 12/31/2019. The work shall be completed no later than 12/31/2019
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed One Hundred Forty-Five Thousand Dollars (\$145,000), at an hourly billing rate not to exceed \$0.00 per hour. 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: n/a.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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 OUSD and in that case must be replaced by CONTRACTOR without delay.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
5. **CONTRACTOR Qualifications / Performance of Services:**
  1. **CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services identified in 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.
  2. **Standard of Care:** CONTRACTOR represents 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 and in accordance with applicable law, code, rule, regulation, and/or ordinance.
    - i. CONTRACTOR shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
    - ii. CONTRACTOR shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that CONTRACTOR or its employees may discover. CONTRACTOR shall use professional efforts in identifying any errors, inconsistencies, or omissions.
  3. **District Approval.** The work completed herein must meet the approval of OUSD and shall be subject to OUSD's general right of inspection and supervision to secure the satisfactory completion thereof.

Professional Services Contract

6. **Certificates/Permits/Licenses/Registration:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.
7. **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. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
8. **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:

**OUSD Representative:**

Name: Rebecca Littlejohn  
Site /Dept: Risk Management  
Address: 1000 Broadway, Suite 440  
Oakland, CA 94607  
Phone: 510-879-4022  
Email: Rebecca.Littlejohn@ousd.org

**CONTRACTOR:**

Name: Michael Borello  
Title: Vice President  
Address: 168 Industry Drive  
Pittsburg, PA 15275  
Phone: 412-809-0389  
Email: michael.borello@assetworks.com

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.

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. 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
  - ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). 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 from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
  12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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, CONTRACTOR agrees to require like compliance by all its subcontractor(s).

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, sexual orientation, or other legally protected class.

13. **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.

14. **Termination:**

1. **For Convenience by OUSD:** OUSD may at any time terminate this Agreement and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by OUSD shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by CONTRACTOR or no later than three (3) calendar days after the day of mailing, whichever is sooner.

2. **With Cause by District.** OUSD may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

i. material violation of this Agreement by the CONTRACTOR; or

ii. any act by CONTRACTOR exposing OUSD to liability to others for personal injury or property damage; or

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

Written notice by OUSD shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, OUSD may secure the required Services from another CONTRACTOR. If the expense, fees, and/or costs to OUSD exceeds the cost of providing the Services pursuant to this Agreement, CONTRACTOR shall immediately pay the excess expense, fees, and/or costs to OUSD upon the receipt of OUSD's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to OUSD.

Upon termination, CONTRACTOR shall provide OUSD with all documents produced maintained or collected by CONTRACTOR pursuant to this Agreement, whether or not such documents are final or draft documents.

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

16. **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.

17. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation:

1. Requesting that OUSD employee(s) evaluate CONTRACTOR and 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).

18. **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.

19. **Confidentiality:** 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.

20. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, 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 without the prior approval of OUSD Human Resources.

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.

21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/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.sam.gov/>).
22. **Severability:** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
23. **Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
24. **Captions and Interpretations:** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
25. **Calculation of Time:** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
26. **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 (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use 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.
27. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
28. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
29. **Incorporation of Recitals and Exhibits:** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
30. **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.
31. **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 controlled substances, alcohol or tobacco on these sites.
32. **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.
33. **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.
34. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.
35. **Indemnification:** To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all third party claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all third party claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this Agreement. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at

Professional Services Contract

CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. This provision survives termination of this Agreement.

- 36. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 37. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 12/13/18  
Date  
 President, Board of Education  
 Superintendent  
 Chief or Deputy Chief  
Jeff H. ... 12/13/18  
Date  
Secretary, Board of Education

CONTRACTOR

Michael B. Borello 12/17/2018  
Contractor Signature Date  
Michael B. Borello EUP  
Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By: Amy Brandt 12.7.18  
Amy Brandt, Attorney at Law

## EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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.

See attached Proposal to Provide Fixed Asset Inventory and Verification Services for detailed scope of work.

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 Single Plan for Student Achievement – SPSA (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required) – 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

## Proposal to Provide Fixed Asset Inventory and Verification Services



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

Respectfully Submitted by:

**AssetWorks LLC**

Gregory N. Friz

Regional Director

5220 Pacific Concourse Drive, Suite 350

Los Angeles, CA 90045

[greg.friz@assetworks.com](mailto:greg.friz@assetworks.com)

[www.assetworks.com](http://www.assetworks.com)

Phone: 800-428-1925 x1806

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## STATEMENT OF QUALIFICATIONS

**AssetWORKS** AssetWorks offers asset management solutions that embrace all aspects of capital asset and asset verification tracking, valuation and reporting. 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 participants of the California Association of School Business Officials (CASBO) and the National Property Management Association (NPMA).
- With offices nationwide we offer our clients the resources of a national firm with the local knowledge of a small, local company.
- AssetWorks is the technology pioneer in asset management solutions. We offer 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.*

AssetWorks 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 was founded in 1995 and has a large, diverse customer base of 70,000 customers, operating in over 100 countries around the world. Constellation is an extremely healthy organization with consolidated revenues exceeding US\$2.0 billion.

## **WORK PLAN**

Our staff will conduct an onsite inspection to inventory and verify machinery and equipment fixed assets with an original cost of \$500 and greater. The resulting data will provide the District proper accountability and stewardship of fixed assets, assist with the financial reporting requirements of GASB 34 and external audit requirements. 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. Data will be provided in both hard copy and electronic formats.

### **Planning & Project Coordination**

After a thorough analysis of the required project scope, a work plan will be developed to manage the project. The work plan will include:

- Initial project plan
- Inventory and verification schedule
- Identify current locations and organizations for asset ownership
- Review of current fixed asset system and perpetuation
- Finalize quality control procedures
- Confirm verification process
- Review deliverables

### **District Assistance**

The success of this project substantially lies in the preparations and pre-project planning. We ask the District for assistance with the following:

- Notify key departments and contacts at each site of the project
- Floor plans to be provided for each site
- Enable access to all sites, buildings and rooms (master keys where possible)
- Prepare a current list of licensed vehicles to be included in the reports
- Items to be inventoried must be accessible, without the need to remove assets from cases or unpack items.
- Computer carts must be unlocked to be included in the inventory

**Asset Inventory Implementation Plan:**

With over 30 years of fixed asset data collection and reconciliation experience, AssetWorks has married software functionality with smart hardware technology. Easy data capturing methods and full mobile database capabilities are the cornerstones of AssetWorks mobile asset inventory and verification services. Mobile asset data collection and verification services are conducive to an accurate and efficient asset inventory and verification process by streamlining inventory workflow processes.

| <b>Work Plan - asset inventory and verification</b>                             | <b>Schedule</b>   |
|---|-------------------|
| <b>Task 1-Project Planning</b>  |                   |
| ➤ <b>Establish project/client team</b>  | <b>Week 1</b>     |
| ➤ <b>Establish communication plan</b>   | <b>Week 1</b>     |
| ➤ <b>Review current fixed asset system</b>                                      | <b>Week 1</b>     |
| ➤ <b>Confirm Deliverables</b>   | <b>Week 1</b>     |
| ➤ <b>Obtain site contact list</b>   | <b>Week 1</b>     |
| ➤ <b>Prepare/distribute project announcement</b>                                | <b>Week 1</b>     |
| ➤ <b>Develop inventory schedule</b>   | <b>Week 1</b>     |
| <b>Task 2-Asset Inventory &amp; Verification</b>                                |                   |
| ➤ <b>Perform site inventory and verification</b>                                | <b>Week 3-8</b>   |
| ➤ <b>Record asset location data elements (site/building/room)</b>               | <b>Week 3-8</b>   |
| ➤ <b>Record pertinent asset data (unrecorded additions/missing tags)</b>        | <b>Week 3-8</b>   |
| ➤ <b>Record existing tag or apply District provided barcode tag</b>             | <b>Week 3-8</b>   |
| ➤ <b>Include license vehicles based on information provided by the District</b> | <b>Week 3-8</b>   |
| ➤ <b>Assign original cost based on data match to District information</b>       | <b>Week 9-12</b>  |
| ➤ <b>Develop original cost (unrecorded additions)</b>                           | <b>Week 9-12</b>  |
| ➤ <b>Assign normal life</b>   | <b>Week 9-12</b>  |
| <b>Task 3-Deliverables</b>  |                   |
| ➤ <b>Preliminary reports (unrecorded retirements / unrecorded additions)</b>    | <b>Week 14</b>    |
| ➤ <b>Review preliminary reports</b>   | <b>Week 15-17</b> |
| ➤ <b>Prepare final report</b>   | <b>Week 18</b>    |
| ➤ <b>AssetMAXX updated</b>  | <b>Week 18</b>    |

### **Asset Inventory Verification-Machinery, Furniture & Equipment**

A detailed inspection and field inventory will be conducted at all locations, identifying each asset with an original cost of \$500 or greater by location, building and room. The on-site asset inventory and verification will:

- Verify asset existence based on scanned inventory
- Confirm asset location to the site/building/room level
- Identify unrecorded asset additions and retirements

All assets included in our inventory 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 staff will utilize hand held computers equipped with laser scanners to verify the asset data and record any missing information including the following data:

- |   |  |
|---|--|
| a. Asset Identification Number            | i. Site                                |
| b. Description                            | j. Building                            |
| c. Quantity                               | k. Room                                |
| d. Acquisition Date (actual or estimated) | l. Original Cost (actual or estimated) |
| e. Manufacturer                           | m. Funding Source*                     |
| f. Model                                  | n. Normal Life                         |
| g. Serial Number (as available)           | o. Old tag number                      |
| h. Asset Account                          | p. New tag number                      |

*\*Fund source will be included if identified on the asset during the inventory process or through a data match by tag number to district provided information. AssetWorks is not proposing to research purchase orders or District files to identify fund source for each asset.*

**Barcode Tagging-** AssetWorks staff will record the existing tag number or apply a District provided bar code tag where no tag exists and enter the tag numbers into the database.

**Excluded -** Buildings, land, land improvements and equipment assets with a unit cost less than \$500 (including iPads and Chromebooks) are not included in our proposed service. Licensed vehicles, weapons and software 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. The project manager and quality control supervisor work hand-in-hand to ensure the integrity of the data. The focus is on completeness, accuracy and proper formatting of all data prior to final processing and delivery.

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. This includes use of the straight-line method of depreciation. 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 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 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.

During the course of the valuation research, our appraisers will examine all assets to determine original cost, defined as follows:

**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

Reports will be presented in an easy-to-read format and include asset exception reports, draft reports, final detail summary reports as well as a master data file. A narrative section that will certify our inventory and valuation and document our procedures will precede your reports. Reports will include:

### **Data Match Process**

Throughout the inventory process, the inventory data is analyzed for discrepancies and inventory exceptions. Upon completion of the onsite fieldwork and offsite review, a data match comparing the District provided fixed asset data to the database of information recorded during the onsite fieldwork will occur resulting in the following reports:

- Inventoried Assets (assets verified)
- Unrecorded Additions (assets tagged and added during the inventory process)
- Unrecorded Retirements (assets in the District system which were not found during the inventory)

*\*Asset data match results will vary based on the District's fixed asset record accuracy, detail within the current fixed asset listing and accuracy of recording asset disposals/retirements. AssetWorks is not proposing a reconciliation service, determination of the asset status in the exception reports is the responsibility of the District. We are not proposing to be on-site to assist with the determination of the exception reporting.*

### **Final Reports**

One copy of the final report will be provided in hardcopy format.

Final reports will include:

#### **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 listing by location

#### **Electronic Reports**

- Master data file
- AssetMAXX update



**PROJECT FEES & AUTHORIZATION**

Please return a copy of this executed agreement to the attention of the undersigned via fax to 310-470-4903 or email at greg.friz@assetworks.com. AssetWorks fees, including out-of-pocket expenses are:

**Fixed Asset Inventory & Verification Services \$145,000**

AssetWorks LLC will invoice the District 70% of fees at completion of our field work portion of the project with the final contract amount invoiced with our draft reports. Invoices are due within 30 days of receipt. We look forward to working with you on this important project and continuing our business partnership with the District.

RESPECTFULLY OFFERED BY:

ACCEPTED BY:

**AssetWorks LLC**

**Oakland Unified School District**



Signature: \_\_\_\_\_

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

Gregory N. Friz, Regional Director  
October 8, 2018

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

Date: \_\_\_\_\_

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel

APPROVED FOR FORM & SUBSTANCE

By:  10/18  
Amy Brandt, Attorney at Law

## **ADDENDUM A-TERMS AND CONDITIONS**

The following terms and conditions apply to the proposal ("Proposal") submitted by AssetWorks LLC ("AssetWorks" or "Company") and any resulting contract ("Final Contract") between AssetWorks and the legal entity to which the Proposal is submitted ("Customer") with respect to AssetWorks' services ("Services").

### **1. Proposal Terms**

1.1 In the event of a conflict between the terms of the request for proposal ("RFP") presented by Customer and the Proposal, the Proposal shall govern and take precedence over the RFP.

1.2 In the event any portions of the Proposal will be incorporated into the Final Contract, only the portions of the Proposal which are deemed a contractual commitment will be included in the Final Contract as a direct provision thereof and not the entirety of the Proposal.

1.3 By accepting the Proposal, Customer agrees to these terms and conditions.

1.4 The fees set forth in the Proposal are valid for a period of 90 days.

### **2. Standard Service Terms**

2.1 AssetWorks shall provide guidance to Customer in determining the data required by AssetWorks for purposes of performing the Services. Customer agrees to provide AssetWorks with all data specifically requested, including documentation and information, (collectively, "Data") in a timely manner. In its performance of the Services, AssetWorks will rely on the Data provided by Customer. AssetWorks shall assume, without incurring liability therefore, that all Data provided by Customer is correct and complete. In the event that Customer provides additional and/or corrected Data at a later date, AssetWorks' efforts with respect to such additional and/or corrected Data shall be deemed additional Services and subject to additional fees.

2.2 Customer agrees to cooperate with AssetWorks in providing access to Customer's property and assets as required for AssetWorks to perform the Services. Failure to provide such access will cause delay and be subject to additional fees.

2.3 Project completion will be upon delivery of the final reports. Final report delivery occurs upon the earlier of: (i) acceptance of the preliminary reports by Customer or (ii) 10 business days after the date of preliminary report delivery, at which time the preliminary reports are then deemed the final reports.

2.4 In the performance of the Services, AssetWorks will specifically exclude the following assets types from its analysis: intangible assets, easements, rights of way, records, drawings, software, fine arts, consumables, spare parts, and third party property.

### **3. General Terms**

3.1 AssetWorks will invoice 70% of the fees upon completion of the fieldwork portion of the project and the remaining 30% of fees upon delivery of the preliminary reports. Payments are due within 30 days of invoice date. Past due amounts may be subject to late fees of 1.5% per month.

3.2 Customer and AssetWorks shall each retain ownership of, and all right, title, and interest in and to, their respective pre-existing intellectual property and any derivatives thereof, and no license therein, whether express or implied, will be granted by the RFP or the Proposal. To the extent the parties wish to grant to the other license rights or interests in pre-existing intellectual property, mutually acceptable license terms shall be set forth in the Final Contract or other written agreement executed by the parties.

3.3 AssetWorks' aggregate liability under the Final Contract, whether in contract, tort, or otherwise, shall not exceed the amounts paid under the Final Contract during the 12-month period immediately preceding the claim and neither party shall be liable for any indirect, incidental, consequential, exemplary, special, or punitive damages including, without limitation, any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, even if a party has been advised of the possibility of such damages.

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2018-2019



**Basic Directions**  
*Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool*

- 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 Talent Consultant Verification )
  - Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

|                      |  |
|----------------------|--|
| Attachment Checklist | <input checked="" type="checkbox"/> For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check     |
|                      | <input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List ( <a href="https://www.sam.gov/">https://www.sam.gov/</a> ) |
|                      | <input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).                      |

**Contractor Information**

|                    |   |                      |  |          |       |
|--------------------|---|----------------------|--|----------|-------|
| Contractor Name    | AssetWorks, LLC                         | Contractor's Contact | Michael Borello  |          |       |
| OUSD Vendor ID #   | I005913                                 | Title                | Vice President   |          |       |
| Street Address     | 168 Industry Drive                      | City, State          | Pittsburgh, PA   | Zip Code | 15275 |
| Telephone          | 412-809-0389                            | Email (required)     | michael.borello@assetworks.com                                     |          |       |
| Contractor History | Previously been an OUSD contractor? Yes |                      | Worked as an OUSD employee? No <input checked="" type="checkbox"/> |          |       |

**Compensation and Terms – Must be within the OUSD Billing Guidelines**

|                              |            |                            |            |                |  |
|------------------------------|------------|----------------------------|------------|----------------|--|
| Anticipated Start Date       | 02/01/2019 | Date Work Will End         | 12/31/2019 | Other Expenses |  |
| Pay Rate Per Hour (required) |            | Number of Hours (required) |            |                |  |

| Requisition No. | Budget Number                                      | Resource Name                | Amount       |
|-----------------|--|------------------------------|--------------|
| VR19-04859      | 670-0000-0-0000-6000-5825-987-9870-9233-9999-99999 | General Purpose Unrestricted | \$145,000.00 |
|                 |  |                              |              |
|                 |  |                              |              |

|                              |                     |
|------------------------------|---------------------|
| <b>Total Contract Amount</b> | <b>\$145,000.00</b> |
|------------------------------|---------------------|

**OUSD Contract Originator Information**

|                      |                    |        |                             |
|----------------------|--------------------|--------|-----------------------------|
| Name of OUSD Contact | Rebecca Littlejohn | Email  | Rebecca.Littlejohn@ousd.org |
| Site/Dept. Name      | Risk Management    | Site # | 987                         |
|                      |                    | Phone  | 510-879-4022                |

**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.

|  |   |                                 |   |   |              |      |  |
|--|---|---------------------------------|---|---|--------------|------|--|
| 1.   | <b>Administrator / Manager (Originator)</b>   | Name                            | Rebecca Littlejohn  | Phone   | 510-879-4022 | Fax  |  |
|  | Site/Department (Name & #)  | Risk Management                 |   | Date Approved   |              |      |  |
|  | Signature   |                                 |   | <input type="checkbox"/> Administrator verifies vendor is not excluded on <a href="https://www.sam.gov/">https://www.sam.gov/</a> |              |      |  |
| 2.   | <b>Resource Manager</b>   | Type of Funds:                  | <input type="checkbox"/> Restricted <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Grant |   |              |      |  |
|  | <input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP) |                                 |   |   |              |      |  |
|  | Signature   |                                 |   | Date Approved   |              |      |  |
| 3.   | <b>Network Superintendent/Executive Director</b>  |                                 |   | Date Approved   |              |      |  |
|  | Signature   |                                 |   |   |              |      |  |
| 4.   | <b>Chiefs / Deputy Chiefs</b>   | Consultant Aggregate            | <input type="checkbox"/> Under <input type="checkbox"/> Over \$ _____   |   |              |      |  |
|  | <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                                     |                                 |   |   |              |      |  |
| 5.   | <b>Superintendent, Board of Education</b>   | Signature on the legal contract |   | Date Approved   |              |      |  |
|  | Signature   |                                 |   |   |              |      |  |
| <b>Legal Required if not using standard contract</b> |   | Approved                        |   | Denied - Reason   |              | Date |  |
| <b>Procurement</b>                                   | Date Received   |                                 |   | PO Number   |              |      |  |