

Purchase Order # 192937



Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

Amendment No. 1 to

- Independent Service Contract
- Master Contract

This Amendment is entered into between the Mt. Diablo Unified School District (MDUSD) and ASSOCIATED VALUATION SERVICES, INC. (AVS) (CONTRACTOR). MDUSD entered into an Agreement with CONTRACTOR for professional services on APRIL 24, 2019 and the parties agree to amend that Agreement as follows.

1. Services: (Check and complete ONE of the options below).

CONTRACTOR agrees to provide the following amended services. (Provide full description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary).

Inventory 5,093 additional Chromebooks and tablets (Beyond the initial 22,000 units contracted)

Inventory 1,542 additional laptops (Over \$500) (Beyond the initial 1,275 contracted)

- The scope of work is attached as Exhibit A (incorporated by reference to the extent that it is subordinate to and not inconsistent with this Agreement).
- The scope of work is unchanged.

2. Terms: (Check and complete ONE of the options below).

The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.

The contract term is unchanged.

3. Compensation: (Check and complete ONE of the options below. This provision may only be changed if there is also a change to the above Services OR Terms of the Contract).

The rate is amended by an increase of decrease of \$ _____ for _____ type of service

The contract amount is amended by an increase of decrease of \$ 39,810 to original contract amount.

The amended contract amount rate is now \$ 314,802

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History: This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase/Decrease
			\$
			\$
			\$

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Superintendent (or his designee).

Mt. Diablo USD

Mt. Diablo USD

Contractor

Board Approval (if needed)

By: _____
Budget Administrator/Principal

By: _____
Superintendent or Designee

By: 

Docket Number: _____
Agenda Item Number

Date: _____

Date: _____

Date: March 5, 2020

Date: _____

Associated Valuation Services,

1320 Standiford Ave, PMB 4-256
Modesto, CA 95350
209 543-8245

Invoice

DATE	INVOICE #
02/07/2020	6369

BILL TO
MDUSD Accounts Payable Dent Center, Wing B 1936 Carlotta Drive Concord, CA 94519

TERMS	DISTRICT
Due on receipt	Mount Diablo USD

DESCRIPTION	AMOUNT
MOUNT DIABLO UNIFIED SCHOOL DISTRICT	
Supplemental Billing of additional assets (As per Agreement for Services)	39,810.00
Total	\$39,810.00

It's been a pleasure working with you!

Total Estimated Fees:

22,000 Chromebook, Computers, Laptops Under \$500
/Tablet Type Computers Only \$132,031

Estimated Total \$132,031

These cost estimate proposals are subject to the completion of all components simultaneously by Associated Valuation Services, Inc.

TERMS AND CONDITIONS

This proposal includes the inventory of 22,000 chromebook/tablet type computers with a less than \$500 original cost. If total amount of chromebook/tablet type computers exceeds 22,000 chromebook/tablet type computers, the district will be billed additional fees based on the following formula: the total project fees as listed above and divided by total number of items in new inventory (less all included laptops) to determine the per item fee for the additional tablets computers.

One third of estimated bid proposal will be due upon agreement and signing contract or before beginning the Inventory Audit program, one third of estimated bid proposal after completion of onsite inventory visits and the remaining one third after completion of inventory reports as set forth herein.

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\$	132,031.00	Estimated fees per original contract
	22,000.00	Estimated chromebook, computers, laptops, tablets per original contract
\$	6.00	Dollar rate per item per original contract
	5,093.00	additional Chromebooks and tablets discovered during site visits
	<u>1,542.00</u>	additional laptops discovered during site visits
	6,635.00	Total Additional additional Chromebooks and tablets, laptops discovered during site visits
X \$	<u>6.00</u>	Dollar per item
\$	<u>39,819.35</u>	Total Additional fees

From: [Jen Fisher](#)
To: [Isaac Williams](#)
Subject: FW: Mount Diablo Invoice for additional Chromebooks/Tablets/Laptops
Date: Tuesday, February 18, 2020 1:31:20 PM
Attachments: [MtDiablo Invoice 6369.pdf](#)

Hi Isaac,

Here is the additional billing statement.

This is for :

5,093 additional Chromebooks and tablets (Beyond the initial 22,000 units contracted)

1542 additional laptops (Over \$500) (Beyond the initial 1,275 contracted)

Please let me know if you have additional questions.

Thanks,

Jen

Jen Fisher

ASSOCIATED VALUATION SERVICES, INC.
3501 COFFEE RD, SUITE 1C
MODESTO, CA 94355

CELL: 209-605-7172

OFFICE: 209-543-8245

FAX: 209-543-8230

fisherj@avs-1.com

www.avs-1.com



MT. DIABLO UNIFIED SCHOOL DISTRICT
 PURCHASING / WAREHOUSE DEPARTMENT
 2326 BISSO LANE
 CONCORD, CALIFORNIA 94520
 FAX: (925) 687-5044 (925) 825-7440

DATE 06/11/19

PURCHASE ORDER NO.

192937

VENDOR: ASSOCIATED VALUATION SERVICES INC
 3501 COFFEE ROAD SUITE 1C
 MODESTO, CA 95355

DELIVER TO: MDUSD ACCOUNTS PAYABLE
 DENT CENTER, WING B
 1936 CARLOTTA DRIVE
 CONCORD, CA 94519

Req. # R113244	Vendor # 062943	Ship Via SITE	Department / Site S010012	Requisitioner TAKAHASHI, JANET
Confirming <input type="checkbox"/> yes <input type="checkbox"/> no	Buyer JOANIE PETERSON	Extension #	Terms of Payment NET 30	Date Required 06/11/19

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
01	1	LOT	INDEPENDENT SERVICE CONTRACT CONTRACT WITH ASSOCIATED VALUATION SERVICES, INC. (AVS) FOR AUDIT & REPORT OF ELECTRONICS UNDER \$500. INCLUDING BUT NOT LIMITED TO CHROMEBOOKS, COMPUTERS, LAPTOPS & OTHER ELECTRONIC UNDER \$500. AS PER CONTRACT. NOT TO EXCEED \$274,992.00	132,031.00	132,031.00
02	1	LOT	AUDIT & REPORT FIXED ASSETS OVER \$500 AS PER CONTRACT.	142,961.00	142,961.00
				Tax	0.00
				TOTAL	274,992.00

ACCOUNT NO.	AMOUNT
500621056 5800	274,992.00

APPROVAL:

Nellie Meyer
 Superintendent

Date

SEND INVOICE TO: MT. DIABLO UNIFIED SCHOOL DISTRICT
 FISCAL SERVICE DEPARTMENT
 1936 CARLOTTA DRIVE
 CONCORD, CALIFORNIA 94519

TO RECEIVE PROPER PAYMENT THE ABOVE PO NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES, CORRESPONDENCE, ETC.

PO # 192937

R113244

Purchase Requisition # R112997

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519

**AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 24 day of APRIL 2019, by and between the Mt. Diablo Unified School District (hereinafter "District") and ASSOCIATED VALUATION SERVICES, INC. (AVS) (hereinafter "Contractor").

District hereby engages Contractor to render services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the services on the following basis:

Not to exceed \$ 274,992.00 for Services 500 - 6210 - 56 - 5800 \$ 274,992.00

The basis of the fee for Services shall be as follow _____ \$ _____

a. \$ _____ per hour, _____ \$ _____

b. \$ _____ per day, or _____ BUDGET CODE(S) _____

c. \$ _____ per engagement.

Check One:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on APRIL 24, 2019. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

113244

Purchase Requisition # R-112997

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.
5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as Exhibit ___ prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability/Errors & Omissions Liability,** if applicable: \$1,000,000 per occurrence.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Purchase Requisition # 113244
RH2997

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

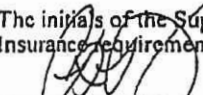
INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:

Limits: Wave subsection 4, "Professional Liability/Errors & Omissions Liability" above.

Other: _____

The initials of the Superintendent, or his/her Designee, and the General Counsel, are required to waive or modify any insurance requirements in this Agreement:



Superintendent or
his/her Designee



General Counsel

9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

MI. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397
Attn: Superintendent

Name: ASSOCIATED VALUATION SERVICES, INC
Attn: BURTON WILTZ (PRESIDENT)
Address: 3501 COFFEE RD., SUITE 1C
MODESTO, CA 95355
Phone: 209-543-8245
Fax: 209-543-8280
Tax ID #: _____

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to

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Purchase Requisition # R142997

the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

11. **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.
12. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
13. **Attorneys' Fees.** If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
14. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: [Signature] 5-29-19

Signature of Principal/Budget Administrator Date

Title: ROSE RAMOS, CBO

Print Name and Title

Associated Valuation Services, Inc.

Name of Company/Organization or Independent Contractor/Consultant

By: [Signature] 5/31/19

Signature of Contractor/Consultant Date

Title: Burton Wiltz, President

Print Name and Title

Authorized and Approved by:

[Signature]
Superintendent or his/her Designee

5-29-19
Date

Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

[Signature]
Originator's Signature

Date

CBO/DENT

Site/Department Originating this Contract

ROSE RAMOS, CBO

Print Name of Originator and Title

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

Distribution
original: Fiscal Services for payment
copy: Contractor
copy: Originator/Budget Administrator

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Purchase Requisition # RH2997

EXHIBIT A
LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED
BY CONTRACTOR

IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE
AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE

Complete the District's physical inventory of asset items (computers, vehicles, equipment) with an original cost of \$500 and above including and limited to only Chromebook/Tablets /Laptops/Mini Computers under \$500 threshold based on the criteria, terms and conditions as outlined and stated within Associated Valuations Services, Inc. contract agreement and service proposal.

See Associated Valuation Services Inc. agreement/contract and service proposal for details in attached agreement/contract and service proposal.

Purchase Requisition # 113244
R-12997

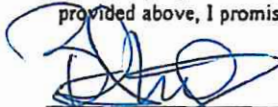
EXHIBIT B
Contractor REQUIRED to Complete
CRIMINAL BACKGROUND CHECK CERTIFICATION


Mt. Diablo Unified School District
Consultant/Independent Contractor Agreement - Criminal Background Check

Name of Independent Consultant/Contractor:		Associated Valuation Services, Inc.
Services to be performed under the Agreement:		See Associated Valuation Services, Inc. proposal and agreement for details of services.
Schools/Locations where services will be performed:		See Associated Valuation Services, Inc. proposal and agreement for details of district owned site locations.
Total amount to be paid by the District under this Agreement:		See Associated Valuation Services, Inc. proposal and agreement for details of contract amount.
Term of Agreement:		See Associated Valuation Services, Inc. proposal and agreement for details of terms of agreement.
<i>Check the applicable box(es) and fill in any blanks.</i>		
1	<input type="checkbox"/>	I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input type="checkbox"/>	If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input checked="" type="checkbox"/>	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."


 Independent Contractor/Consultant Signature
 Burton Wiltz, President
 Print Name
 Independent Contractor/Consultant
 5/31/19
 Date


 Superintendent or his/her Designee's Signature
 Rose Ramos, CBO
 Print Name
 Superintendent or his/her Designee
 Date

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ASSOCIATED VALUATION SERVICES, INC.

3501 COFFEE ROAD, SUITE 1C
MODESTO, CALIFORNIA, 95355
(209) 543 8245 OFFICE
(209) 543 8280 FAX
WWW.AVS-1.COM

February 22, 2019

Isaac Williams
Internal Auditor
Mount Diablo Unified School District
1936 Carlotta Dr.
Concord, CA 94519

RE: Fixed Asset Inventory Audit Reporting Audit Proposal /Chromebook and Laptop Under \$500 and Tablet On Site Inventory Audit Option.

Dear Isaac,

Thank you again for your time and considering *ASSOCIATED VALUATION SERVICES, INC.* as your service provider.

Attached is a copy of the proposal for Onsite Fixed Asset Inventory Audit Reporting for Mount Diablo Unified School District. The analysis will include fixed assets exceeding the \$500 and above threshold.

Also included is the proposal for Chromebook and Laptop Under \$500 and Tablet On Site Inventory Audit Option.

We have also included a sample agreement for your review for our *WITS (WEB INTERFACE TRACKING SYSTEM)* to help you maintain and track both your equipment and Capital Asset GASB Analysis items. There would be a small transfer fee if you decided to add these items into WITS for audit reporting.

All inventoried items would be automatically added to *WITS* at no additional charge if the district is subscribed at the time of the inventory.

Please contact me at (209) 543-8245 or via email fisherj@avs-1.com to discuss any questions you may have.

If you do not have any questions and wish to proceed with the final work contract, please contact us at the above phone number to schedule the inventory and have an agreement sent to you.

Thank you very much for this opportunity to work with you and Mount Diablo Unified School District. We look forward to the possibility of working with you soon.

Regards,

Jeannette Fisher
Consultant

Attachment (2)

B113244



**PHYSICAL INVENTORY of
FIXED ASSETS REPORTING
PROPOSAL**

DATE

February 15, 2019

CLIENT

MOUNT DIABLO UNIFIED SCHOOL DISTRICT, to be referred to as the District herein.

PURPOSE

Complete an onsite Inventory of Fixed Assets of an original cost exceeding \$500 and above for all District locations.

PROJECT SCOPE AND OUTLINE SUMMARY

- Complete a room by room inspection at each site an Inventory of items with an original value of \$500 and above. Items included are equipment, furniture, vehicles, musical instruments, technology.
- It will be the responsibility of AVS to conduct and complete the contacts and appointments to conduct the appropriate inventory schedule.
- Accountable equipment (desks, chairs, tables, file cabinets...) having a value less than the State minimum (\$500) will not be inventoried.
- A Licensed Vehicle and Musical Instrument lists must be supplied to the Consultant in Excel format. These Licensed Vehicle and Musical Instruments will then be included into the current inventory reporting. Consultant will not physically verify these assets. Licensed Vehicles and Musical Instruments will be "book tagged" for reporting purposes. Barcode tags will be reserved to be used as "Book Tags." "Book tagged" is defined as an asset not physically tagged, the corresponding barcode tag is stored in a separate hard file to secure the barcode tag for future reference as well as to insure it not be being used again, eliminating duplicates.
- Projectors, cameras and other items mounted 8 feet or above the floor will be inventoried as "inaccessible". Client will be supplied with an Inaccessible Assets file after completion of the inventory audit. Client may indicate from the Inaccessible Assets file which items to be added to the new inventory as well as supplying Consultant with any missing data, i.e. make, model, serial number etc.
- A networking equipment list (i.e. switches, routers, data cabinets, WAP's, etc.) must be provided to the consultant, in Excel format, to be included in current inventory reporting. List must include make, model, date of acquisition, acquisition cost, site name, room name. Failure to supply all pertinent data will cause inaccuracies in the inventory report.

INVENTORY REPORTS

- Inventory report listing all inventorial items by site/building/room.
- Inventory report listing all inventorial items by sequential Bar Code identifier number.
- Inventory report listing all inventorial items by category and sub-category.
- Inventory report listing Unaccounted for Items.
- Inventory report listing Inaccessible Items.
- Each inventory report will list Site name, Building/room, bar code number, make, model (#), serial number, and description/type. These items will be listed if applicable, accessible and/or available.

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**PHYSICAL INVENTORY of
FIXED ASSETS REPORTING
PROPOSAL**

ITEMS NOT TO BE PHYSICALLY INVENTORIED

- Computer monitors 24 inches or less.
- Televisions with a screen 36 inches or less.
- All leased copiers.
- Any type of Computers in any individual protection cases.
- Chromebook/Netbooks/Mini Computers/Tablet Type Computers
- Any asset not physically accessible or present or in locked carts, stored in cabinets or not physically available during the onsite inventory.
- Vehicles licensed by the State of California Department of Motor Vehicles
- Musical Instruments
- Items such as Projectors and cameras mounted above 8 feet from floor.
- Buildings/structures land improvements, infrastructure, and land.

PROPOSED FEE AND PAYMENT SCHEDULE

The fees for the subject property inventory audit services, and to comply with GASB 34, is all inclusive and includes all aspects in compiling the information and completing the report, travel expenses and time and all other associated expenses are proposed as follows:

Fixed Asset

Associated Valuation Services, Inc. personnel will conduct a comprehensive physical inventory of capital outlay items with a unit original cost greater than \$500 in certain locations and existing facilities currently operated and maintained by District.

Mount Diablo Unified School District – 55 Sites

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>St</u>	<u>ZIP</u>
Ayers Elementary	5120 Myrtle Dr.	Concord	CA	94521-1522
Bancroft Elementary	2200 Parish Dr.	Walnut Creek	CA	94598-1524
Bel Air Elementary	663 Canal Rd.	Bay Point	CA	94565-3301
Cambridge Elementary	1135 Lacey Ln.	Concord	CA	94520-4297
Clayton Valley Charter High	1101 Alberta Way	Concord	CA	94521-3799
College Park High	201 Viking Dr.	Pleasant Hill	CA	94523-1809
Concord High	4200 Concord Blvd.	Concord	CA	94521-1059
Crossroads High (Alternative)	2701 Willow Pass	Concord	CA	94519-1102
Delta View Elementary	2916 Rio Verde	Pittsburg	CA	94565-7641
Diablo Community Day	1026 Mohr Ln.	Concord	CA	94518-3833

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**PHYSICAL INVENTORY of
FIXED ASSETS REPORTING
PROPOSAL**

Diablo View Middle	300 Diablo View Ln.	Clayton	CA	94517-1600
Eagle Peak Montessori	800 Hutchinson Rd.	Walnut Creek	CA	94598-4505
El Dorado Middle	1750 West St.	Concord	CA	94521-1008
El Monte Elementary	1400 Dina Dr.	Concord	CA	94518-1222
Fair Oaks Elementary	2400 Lisa Ln.	Pleasant Hill	CA	94523-3993
Foothill Middle	2775 Cedro Ln.	Walnut Creek	CA	94598-3899
Gateway High (Continuation)	235 Pacifica Ave.	Bay Point	CA	94565-2995
Gregory Gardens Elementary	1 Corritone Ct.	Pleasant Hill	CA	94523-2299
Hidden Valley Elementary	500 Glacier Dr.	Martinez	CA	94553-5499
Highlands Elementary	1326 Pennsylvania Blvd.	Concord	CA	94521-4103
Holbrook Language Academy Horizons School: Independent Study	3333 Ronald Way 1 Santa Barbara Rd.	Concord Pleasant Hill	CA	94519-2017 94523-4496
Meadow Homes Elementary	1371 Detroit Ave.	Concord	CA	94520-3521
Monte Gardens Elementary	3841 Larkspur Dr.	Concord	CA	94519-1152
Mountain View Elementary	1705 Thornwood Dr.	Concord	CA	94521-1999
Mt. Diablo Elementary	5880 Mt. Zion Dr.	Clayton	CA	94517-1114
Mt. Diablo High	2450 Grant St.	Concord	CA	94520-2251
Northgate High	425 Castle Rock Rd.	Walnut Creek	CA	94598-4599
Oak Grove Middle	2050 Minert Rd.	Concord	CA	94518-3428
Olympic Continuation High	2730 Salvio St.	Concord	CA	94519-2599
Pine Hollow Middle	5522 Pine Hollow Rd.	Concord	CA	94521-4799
Pleasant Hill Elementary	2097 Oak Park Blvd.	Pleasant Hill	CA	94523-4033
Pleasant Hill Middle	1 Santa Barbara Rd.	Pleasant Hill	CA	94503-4215
Prospect High (Continuation)	One Santa Barbara Rd.	Pleasant Hill	CA	94523-4417
Rio Vista Elementary	611 Pacifica Ave.	Bay Point	CA	94565-1359
Riverview Middle	205 Pacifica Ave.	Bay Point	CA	94565-2995

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**PHYSICAL INVENTORY of
FIXED ASSETS REPORTING
PROPOSAL**

Sequoia Elementary	277 Boyd Rd.	Pleasant Hill	CA	94523-3796
Sequoia Middle	265 Boyd Rd.	Pleasant Hill	CA	94523-3297
Shore Acres Elementary	351 Marina Rd.	Bay Point	CA	94565-1399
Silverwood Elementary	1649 Claycord Ave.	Concord	CA	94521-2299
Strandwood Elementary	416 Gladys Dr.	Pleasant Hill	CA	94523-2749
Summit High (Continuation)	4200 Concord Blvd.	Concord	CA	94521-1059
Sun Terrace Elementary	2448 Floyd Ln.	Concord	CA	94520-1499
Sunrise (Special Education)	1861 Silverwood Dr.	Concord	CA	94519-1352
Valhalla Elementary	530 Kiki Dr.	Pleasant Hill	CA	94523-1717
Valle Verde Elementary	3275 Peachwillow Ln.	Walnut Creek	CA	94598-1711
Valley View Middle	181 Viking Dr.	Pleasant Hill	CA	94523-1808
Walnut Acres Elementary	180 Cerezo Dr.	Walnut Creek	CA	94598-3799
Westwood Elementary	1748 West St.	Concord	CA	94521-1008
Woodside Elementary	761 San Simeon Dr.	Concord	CA	94518-2337
Wren Avenue Elementary	3339 Wren Ave.	Concord	CA	94519-2328
Ygnacio Valley Elementary	2217 Chalomar Rd.	Concord	CA	94518-2595
Ygnacio Valley High	755 Oak Grove Rd.	Concord	CA	94518-2899
Maintenance, Operations, Transportation, Facilities	1480 Gasoline Alley	Concord	CA	94519-2328
District Office	1936 Carlotta Dr.	Concord	CA	94519-2328

Total Estimated Fees:

New Inventory (with \$500 Threshold) Fixed Asset (Equipment, Furniture, etc.)	\$140,961
Electronic Worksheet	<u>\$ 2,000</u>
Estimated Total	\$142,961

These cost estimate proposals are subject to the completion of all components simultaneously by Associated Valuation Services, Inc.

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**PHYSICAL INVENTORY of
FIXED ASSETS REPORTING
PROPOSAL**

TERMS AND CONDITIONS

This proposal includes the inventory of 1,275 laptop computers over \$500. If total amount of laptop computers exceeds 1,275 laptops, the district will be billed additional fees based on the following formula: the total project fees as listed above and divided by total number of items in new inventory (less all included laptops) to determine the per item fee for the additional tablets computers.

One third of estimated bid proposal will be due upon agreement and signing contract or before beginning the Inventory Audit program, one third of estimated bid proposal after completion of onsite inventory visits and the remaining one third after completion of inventory reports as set forth herein.

DISTRICT/CLIENTS RESPONSIBILITIES

- Current Vehicle list.
- Musical instrument list by site for each site that has such instruments.
- Evacuation maps of each site to be inventoried. These maps are used for checking off rooms as they are inventoried.
- List of Locations (rooms) at each site where assets are located as District property.
- Master Keys for all locations and sites to be used during the inventory.
- Personnel contact list with name and phone number for each site.
- Barcodes tags to be used by Consultant.
- District wide-Campus wide wireless access and passwords.

OPTIONAL FEE SERVICES:

Associated Valuation Services, Inc. will supply vinyl, pressure activated code 39 bar code labels to furniture and equipment and provide District with additional bar codes for future inventory needs. (Cost TBD)

Online Maintenance Service WITS (Web Interface Tracking System) (Cost TBD)

Excel Data Worksheet (Cost TBD)

CONTACT INFORMATION

1. Name of Firm: Associated Valuation Services, Inc.
2. Address: 3501 Coffee Road, Suite 1C Modesto, California 95355
3. Telephone No.: (209) 543-8245: Office (209) 543-8280 Fax No.
4. Name, title, and professional designations of individual who will have primary responsibility for the audit/study and serve as the contact person:

Burton Wiltz – President

B113244



PHYSICAL INVENTORY of
FIXED ASSETS REPORTING
PROPOSAL

DISCLOSURES AND LIMITATIONS

Regarding the Proposal, Associated Valuation Services, Inc. expressly reserves the right to further negotiate, alter and/or modify this instrument including but not limited to additions, corrections, discounts or increases with the District or their representative. Both parties shall approve all such negotiations in writing.

Associated Valuation Services, Inc. hereby gives notice to the District whereas if needed, Associated Valuation Services, Inc. will make arrangements to meet with the District to answer questions or make presentations pertinent to the audit process.

This proposal, attachments, samples, contracts, pricing, etc. in part and in whole may be withdrawn or subject to changes by Associated Valuation Services, Inc. if not accepted within 90 days after the initial proposal date. At consultant's sole discretion, proposal fees are subject to further review if not scheduled within 150 days of contract date and may be increased no more than 4% for each 150 day period postponed.

CONCLUSION AND SIGNATURE

We at Associated Valuation Services, Inc. want to express our confidence and genuine appreciation to the District, its Members and representatives for reviewing this Proposal and allowing Associated Valuation Services, Inc to be a part of this process.

We want to assure all concerned in the review and consideration of this proposal it has been and is completed as accurately and correctly as possible. Should in the review process you need any information clarified, elaborated upon or corrected please be in contact with Associated Valuation Services, Inc. as soon as possible.

Associated Valuation Services, Inc. strives to be competitive and offer our customers and clients the best possible service and product at the lowest possible price, with the least amount of inconvenience to our customers, by working together in structuring all transactions with a team or partnership approach to conducting business. This includes the important part of any relationship of being flexible and willing to work together to successfully reach all our goals.

With genuine appreciation, thank you again. We look forward to hearing from you in the near future.

ASSOCIATED VALUATION SERVICES, INC.

Name:  _____

Burton Wiltz

Title: _____
President

Date: _____
February 14, 2019

B113244



**PHYSICAL INVENTORY AUDIT of
CHROMEBOOK, COMPUTERS, LAPTOPS UNDER \$500
AND/OR TABLET TYPE COMPUTERS
PROPOSAL**

**THIS SERVICE MUST BE COMBINED WITH AND COMPLETED CONCURRENTLY WITH AN AUDIT OF
INVENTORY ASSETS \$500+**

DATE February 14, 2019

CLIENT

MOUNT DIABLO UNIFIED SCHOOL DISTRICT, to be referred to as the District herein.

PURPOSE

Complete, at all District owned locations, an onsite physical inventory audit of District owned Chromebook, Computers, Laptops Under \$500 and/or Tablet Type computers.

PROJECT SCOPE AND OUTLINE SUMMARY

- This service must be combined, completed and done concurrently with a physical inventory audit of \$500+ District asset. \$500+ physical inventory audit must be performed by Associated Valuation Services Inc. \$500+ physical inventory audit proposal is presented in a separate document.
- Complete a room by room inspection at each site an Inventory of District Owned Chromebook and/or Tablet Type Computers at the same time as the Onsite Physical Fixed Asset Inventory Audit of Equipment of \$500 and above (See other contract/ proposal agreement for other details).
- It will be the responsibility of Associated Valuation Services, Inc. to conduct and complete the contacts and appointments to conduct the appropriate inventory schedule.
- Chromebook, Computers, Laptops Under \$500 and/or Tablet Type computers units predetermined, in writing, by the District to be included in inventory are to be readily available and accessible during the onsite auditing of inventory. District and Consultant are to agree in writing before contract agreement on how these devices are to be inventoried during each site's physical inventory to efficiently capture the information needed and minimize student interruption. Depending on the agreed upon process and number of Chromebook and/or Tablet Type Computers inventoried during the onsite inventory the estimated costs may increase.

INVENTORY REPORTS

- Inventory report listing all inventorial items by site/building/room.
- Inventory report listing all inventorial items by sequential Bar Code identifier number.
- Inventory report listing all inventorial items by category and sub-category.
- Inventory report listing Unaccounted for Items.
- Inventory report listing Inaccessible Items.
- Each inventory report will list Site name, Building/room, bar code number, make, model (#), serial number, and description/type. These items will be listed if applicable, accessible and/or available.

ITEMS NOT TO BE PHYSICALLY INVENTORIED

- Computer monitors 24 inches or less.
- Televisions with a screen 36 inches or less.
- All leased copiers.
- Any type of Computers in any individual protection or storage cases.
- Any asset not physically accessible or present or in locked carts, stored in cabinets or not physically available during the onsite inventory.
- Vehicles licensed by the State of California Department of Motor Vehicles
- Musical Instruments
- Items such as Projectors and cameras mounted above 8 feet from floor.
- Buildings/structures land improvements, infrastructure, and land.

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**PHYSICAL INVENTORY AUDIT of
CHROMEBOOK, COMPUTERS, LAPTOPS UNDER \$500
AND/OR TABLET TYPE COMPUTERS**

PROPOSAL

**THIS SERVICE MUST BE COMBINED WITH AND COMPLETED CONCURRENTLY WITH AN AUDIT OF
INVENTORY ASSETS \$500+**

PROPOSED FEE AND PAYMENT SCHEDULE

The fees for the subject property inventory audit services, and to comply with GASB 34, is all inclusive and includes all aspects in compiling the information and completing the report, travel expenses and time and all other associated expenses are proposed as follows:

Associated Valuation Services, Inc. personnel will conduct a comprehensive physical inventory of Chromebook, Laptops, Computers Under \$500 and /or Tablet Type Computers in certain locations and existing facilities currently operated and maintained by District.

Mount Diablo Unified School District – 55 Sites

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>St</u>	<u>ZIP</u>
Ayers Elementary	5120 Myrtle Dr.	Concord	CA	94521-1522
Bancroft Elementary	2200 Parish Dr.	Walnut Creek	CA	94598-1524
Bel Air Elementary	663 Canal Rd.	Bay Point	CA	94565-3301
Cambridge Elementary	1135 Lacey Ln.	Concord	CA	94520-4297
Clayton Valley Charter High	1101 Alberta Way	Concord	CA	94521-3799
College Park High	201 Viking Dr.	Pleasant Hill	CA	94523-1809
Concord High	4200 Concord Blvd.	Concord	CA	94521-1059
Crossroads High (Alternative)	2701 Willow Pass	Concord	CA	94519-1102
Delta View Elementary	2916 Rio Verde	Pittsburg	CA	94565-7641
Diablo Community Day	1026 Mohr Ln.	Concord	CA	94518-3833
Diablo View Middle	300 Diablo View Ln.	Clayton	CA	94517-1600
Eagle Peak Montessori	800 Hutchinson Rd.	Walnut Creek	CA	94598-4505
El Dorado Middle	1750 West St.	Concord	CA	94521-1008
El Monte Elementary	1400 Dina Dr.	Concord	CA	94518-1222
Fair Oaks Elementary	2400 Lisa Ln.	Pleasant Hill	CA	94523-3993
Foothill Middle	2775 Cedro Ln.	Walnut Creek	CA	94598-3899
Gateway High (Continuation)	235 Pacifica Ave.	Bay Point	CA	94565-2995

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**PHYSICAL INVENTORY AUDIT of
CHROMEBOOK, COMPUTERS, LAPTOPS UNDER \$500
AND/OR TABLET TYPE COMPUTERS
PROPOSAL**

**THIS SERVICE MUST BE COMBINED WITH AND COMPLETED CONCURRENTLY WITH AN AUDIT OF
INVENTORY ASSETS \$500+**

Gregory Gardens Elementary	1 Corritone Ct.	Pleasant Hill	CA	94523-2299
Hidden Valley Elementary	500 Glacier Dr.	Martinez	CA	94553-5499
Highlands Elementary	1326 Pennsylvania Blvd.	Concord	CA	94521-4103
Holbrook Language Academy	3333 Ronald Way	Concord	CA	94519-2017
Horizons School: Independent Study	1 Santa Barbara Rd.	Pleasant Hill	CA	94523-4496
Meadow Homes Elementary	1371 Detroit Ave.	Concord	CA	94520-3521
Monte Gardens Elementary	3841 Larkspur Dr.	Concord	CA	94519-1152
Mountain View Elementary	1705 Thornwood Dr.	Concord	CA	94521-1999
Mt. Diablo Elementary	5880 Mt. Zion Dr.	Clayton	CA	94517-1114
Mt. Diablo High	2450 Grant St.	Concord	CA	94520-2251
Northgate High	425 Castle Rock Rd.	Walnut Creek	CA	94598-4599
Oak Grove Middle	2050 Minert Rd.	Concord	CA	94518-3428
Olympic Continuation High	2730 Salvio St.	Concord	CA	94519-2599
Pine Hollow Middle	5522 Pine Hollow Rd.	Concord	CA	94521-4799
Pleasant Hill Elementary	2097 Oak Park Blvd.	Pleasant Hill	CA	94523-4033
Pleasant Hill Middle	1 Santa Barbara Rd.	Pleasant Hill	CA	94503-4215
Prospect High (Continuation)	One Santa Barbara Rd.	Pleasant Hill	CA	94523-4417
Rio Vista Elementary	611 Pacifica Ave.	Bay Point	CA	94565-1359
Riverview Middle	205 Pacifica Ave.	Bay Point	CA	94565-2995
Sequoia Elementary	277 Boyd Rd.	Pleasant Hill	CA	94523-3796
Sequoia Middle	265 Boyd Rd.	Pleasant Hill	CA	94523-3297
Shore Acres Elementary	351 Marina Rd.	Bay Point	CA	94565-1399
Silverwood Elementary	1649 Claycord Ave.	Concord	CA	94521-2299
Strandwood Elementary	416 Gladys Dr.	Pleasant Hill	CA	94523-2749
Summit High (Continuation)	4200 Concord Blvd.	Concord	CA	94521-1059
Sun Terrace Elementary	2448 Floyd Ln.	Concord	CA	94520-1499

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**PHYSICAL INVENTORY AUDIT of
CHROMEBOOK, COMPUTERS, LAPTOPS UNDER \$500
AND/OR TABLET TYPE COMPUTERS
PROPOSAL**

**THIS SERVICE MUST BE COMBINED WITH AND COMPLETED CONCURRENTLY WITH AN AUDIT OF
INVENTORY ASSETS \$500+**

Sunrise (Special Education)	1861 Silverwood Dr.	Concord	CA	94519-1352
Valhalla Elementary	530 Kiki Dr.	Pleasant Hill	CA	94523-1717
Valle Verde Elementary	3275 Peachwillow Ln.	Walnut Creek	CA	94598-1711
Valley View Middle	181 Viking Dr.	Pleasant Hill	CA	94523-1808
Walnut Acres Elementary	180 Cerezo Dr.	Walnut Creek	CA	94598-3799
Westwood Elementary	1748 West St.	Concord	CA	94521-1008
Woodside Elementary	761 San Simeon Dr.	Concord	CA	94518-2337
Wren Avenue Elementary	3339 Wren Ave.	Concord	CA	94519-2328
Ygnacio Valley Elementary	2217 Chalomar Rd.	Concord	CA	94518-2595
Ygnacio Valley High	755 Oak Grove Rd.	Concord	CA	94518-2899
Maintenance, Operations, Transportation, Facilities	1480 Gasoline Alley	Concord	CA	94519-2328
District Office	1936 Carlotta Dr.	Concord	CA	94519-2328

Total Estimated Fees:

22,000 Chromebook, Computers, Laptops Under \$500
/Tablet Type Computers Only **\$132,031**

Estimated Total \$132,031

These cost estimate proposals are subject to the completion of all components simultaneously by Associated Valuation Services, Inc.

TERMS AND CONDITIONS

This proposal includes the inventory of 22,000 chromebook/tablet type computers with a less than \$500 original cost. If total amount of chromebook/tablet type computers exceeds 22,000 chromebook/tablet type computers, the district will be billed additional fees based on the following formula: the total project fees as listed above and divided by total number of items in new inventory (less all included laptops) to determine the per item fee for the additional tablets computers.

One third of estimated bid proposal will be due upon agreement and signing contract or before beginning the Inventory Audit program, one third of estimated bid proposal after completion of onsite inventory visits and the remaining one third after completion of inventory reports as set forth herein.

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**PHYSICAL INVENTORY AUDIT of
CHROMEBOOK, COMPUTERS, LAPTOPS UNDER \$500
AND/OR TABLET TYPE COMPUTERS
PROPOSAL**

**THIS SERVICE MUST BE COMBINED WITH AND COMPLETED CONCURRENTLY WITH AN AUDIT OF
INVENTORY ASSETS \$600+**

DISTRICT/CLIENTS RESPONSIBILITIES

- Evacuation maps of each site to be inventoried. These maps are used for checking off rooms as they are inventoried.
- List of Locations (rooms) at each site where assets are located as District property.
- Master Keys for all locations and sites to be used during the inventory.
- Personnel contact list with name and phone number for each site.
- Barcodes tags to be used by Consultant.
- District wide-Campus wide wireless access and passwords.

OPTIONAL FEE SERVICES:

Associated Valuation Services, Inc. will supply vinyl, pressure activated code 39 bar code labels to furniture and equipment and provide District with additional bar codes for future inventory needs. (Cost TBD)

Online Maintenance Service WITS (Web Interface Tracking System) (Cost TBD)

Excel Data Worksheet (Cost TBD)

CONTACT INFORMATION

1. Name of Firm: Associated Valuation Services, Inc.
2. Address: 1501 Coffee Road, Suite N, Modesto, California 95355
3. Telephone No.: (209) 543-8245; Office (209) 543-8280 Fax No.
4. Name, title, and professional designations of individual who will have primary responsibility for the audit/study and serve as the contact person:

Burton Wiltz – President

R113244



**PHYSICAL INVENTORY AUDIT of
CHROMEBOOK, COMPUTERS, LAPTOPS UNDER \$500
AND/OR TABLET TYPE COMPUTERS
PROPOSAL**

**THIS SERVICE MUST BE COMBINED WITH AND COMPLETED CONCURRENTLY WITH AN AUDIT OF
INVENTORY ASSETS \$500+**

DISCLOSURES AND LIMITATIONS

Regarding the Proposal, Associated Valuation Services, Inc. expressly reserves the right to further negotiate, alter and/or modify this instrument including but not limited to additions, corrections, discounts or increases with the District or their representative. Both parties shall approve all such negotiations in writing.

Associated Valuation Services, Inc. hereby gives notice to the District whereas if needed, Associated Valuation Services, Inc. will make arrangements to meet with the District to answer questions or make presentations pertinent to the audit process.

This proposal, attachments, samples, contracts, pricing, etc. in part and in whole may be withdrawn or subject to changes by Associated Valuation Services, Inc. if not accepted within 90 days after the initial proposal date. At consultant's sole discretion, proposal fees are subject to further review if not scheduled within 150 days of contract date and may be increased no more than 4% for each 150 day period postponed.

CONCLUSION AND SIGNATURE

We at Associated Valuation Services, Inc. want to express our confidence and genuine appreciation to the District, its Members and representatives for reviewing this Proposal and allowing Associated Valuation Services, Inc to be a part of this process.

We want to assure all concerned in the review and consideration of this proposal it has been and is completed as accurately and correctly as possible. Should in the review process you need any information clarified, elaborated upon or corrected please be in contact with Associated Valuation Services, Inc. as soon as possible.

Associated Valuation Services, Inc. strives to be competitive and offer our customers and clients the best possible service and product at the lowest possible price, with the least amount of inconvenience to our customers, by working together in structuring all transactions with a team or partnership approach to conducting business. This includes the important part of any relationship of being flexible and willing to work together to successfully reach all our goals.

With genuine appreciation, thank you again. We look forward to hearing from you in the near future.

ASSOCIATED VALUATION SERVICES, INC.

Name:  _____

Burton Wiltz

Title: _____
President

Date: _____
February 14, 2019

15113244



AGREEMENT FOR SERVICES

This is more than an agreement; it is intended to be a legally binding contract. Read it completely and carefully.

Inventory Audit of asset items with an original cost of \$500 and above including and limited to Chromebooks/Tablets/Mini Computers/Laptops under the \$500 threshold.

This AGREEMENT and its attachments, originated in Modesto, California, are made between ASSOCIATED VALUATION SERVICES, INC. hereinafter referred to as the Consultant, and MOUNT DIABLO UNIFIED SCHOOL DISTRICT hereinafter referred to as the District.

WITNESSETH

Whereas, the District is authorized to contract with and employ an independent contractor specially trained to perform special services required; and

Whereas, the Consultant is specially trained, experienced, and competent to perform the special services as a Consultant pursuant to this Agreement:

IT IS THEREFORE AGREED AS FOLLOWS:

The District hereby retains and employs the Consultant as an independent contractor upon the terms and conditions hereinafter set forth and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned as an independent contractor upon said terms and conditions.

The period of this Agreement shall be from May 10, 2019 to May 31, 2020. The services herein provided by the Consultant shall be as follows:

1. REGULAR SERVICES

- a. Complete the District's physical inventory of asset items (computers, vehicles, equipment) with an original cost of \$500 and above including and limited to only Chromebook/Tablets /Laptops/Mini Computers under \$500 threshold based on the criteria set forth by the District's guidelines as stated within their Request for Proposal and/or the Consultant's service proposal.
- b. Completion of onsite inventory for above referenced District members shall be no later than April 30, 2020 or 90 days after the receipt of the signed agreement, whichever is later.

2. INVENTORY SERVICES

- a. At each site complete a room by room inspection, inventory and tag items with an original cost of \$500 or more with a barcode tag. At each site complete a room by room inspection, inventory and tag items with an original cost of \$500 or more with a white barcode tag.
- b. Chromebook/Tablets /Laptops/Mini Computers under \$500 threshold will be tagged with a yellow asset barcode tag.
- c. It will be the responsibility of Associated Valuation Services, Inc. to conduct and complete the contacts and appointments to conduct the appropriate inventory schedule.
- d. District will supply Consultant a current list of vehicles, technology items, and musical instruments, as available. Items (such as projectors and cameras) mounted above 8 feet from floor that need to be included in the inventory will also need a current list provided by the District.
- e. District will supply Consultant with Wi-Fi network access information prior to and during the onsite inventories including login information and passwords at no cost or liability to both the District and the Consultant.
- f. Consultant will supply District with an Unaccounted For Items and Inaccessible worksheet reports for review by the District after the onsite inventory has been completed. District is to review the information and will provide additional information to the Consultant as to reporting for audit purposes.

3. INVENTORY REPORTS

- a. Inventory report listing all inventorial items by site/building/room.
- b. Inventory report listing all inventorial items by sequential Bar Code identifier number.
- c. Inventory report listing all inventorial items by category and sub-category.
- d. Each inventory report will list Site name, Building/room, bar code number, make, model (#), serial number and description/type. These items will be listed if applicable, accessible and/or available.

4. ITEMS NOT TO BE PHYSICALLY INVENTORIED

- a. Computer monitors 36 inches or less.
- b. Televisions with a screen 55 inches or less.
- c. All copiers that are leased.
- d. Any type of Computers in any individual protection cases.
- e. Any asset not physically accessible or present or in locked carts, stored in cabinets or not physically available during the onsite inventory.
- f. Vehicles licensed by the State of California Department of Motor Vehicles
- g. Musical Instruments
- h. Items such as Projectors and cameras mounted above 8 feet from floor.
- i. Buildings/structures land improvements, infrastructure, and land.

B113244



AGREEMENT FOR SERVICES

This is more than an agreement; it is intended to be a legally binding contract. Read it completely and carefully.

Inventory Audit of asset items with an original cost of \$500 and above including and limited to Chromebooks/Tablets/Mini Computers/Laptops under the \$500 threshold.

5. FEE SCHEDULE

The fees for the subject inventory services, and to comply with GASB 34, is all inclusive and includes all aspects in compiling the information and completing the report, travel expenses and time and all other associated expenses are as follows:

Mount Diablo Unified School District – 55 Sites

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>St</u>	<u>ZIP</u>
Ayers Elementary	5120 Myrtle Dr.	Concord	CA	94521-1522
Bancroft Elementary	2200 Parish Dr.	Walnut Creek	CA	94598-1524
Bel Air Elementary	663 Canal Rd.	Bay Point	CA	94565-3301
Cambridge Elementary	1135 Lacey Ln.	Concord	CA	94520-4297
Clayton Valley Charter High	1101 Alberta Way	Concord	CA	94521-3799
College Park High	201 Viking Dr.	Pleasant Hill	CA	94523-1809
Concord High	4200 Concord Blvd.	Concord	CA	94521-1059
Crossroads High (Alternative)	2701 Willow Pass	Concord	CA	94519-1102
Delta View Elementary	2916 Rio Verde	Pittsburg	CA	94565-7641
Diablo Community Day	1026 Mohr Ln.	Concord	CA	94518-3833
Diablo View Middle	300 Diablo View Ln.	Clayton	CA	94517-1600
Eagle Peak Montessori	800 Hutchinson Rd.	Walnut Creek	CA	94598-4505
El Dorado Middle	1750 West St.	Concord	CA	94521-1008
El Monte Elementary	1400 Dina Dr.	Concord	CA	94518-1222
Fair Oaks Elementary	2400 Lisa Ln.	Pleasant Hill	CA	94523-3993
Foothill Middle	2775 Cedro Ln.	Walnut Creek	CA	94598-3899
Gateway High (Continuation)	235 Pacifica Ave.	Bay Point	CA	94565-2995
Gregory Gardens Elementary	1 Corritone Ct.	Pleasant Hill	CA	94523-2299
Hidden Valley Elementary	500 Glacier Dr.	Martinez	CA	94553-5499
Highlands Elementary	1326 Pennsylvania Blvd.	Concord	CA	94521-4103
Holbrook Language Academy	3333 Ronald Way	Concord	CA	94519-2017
Horizons School: Independent Study	1 Santa Barbara Rd.	Pleasant Hill	CA	94523-4496
Meadow Homes Elementary	1371 Detroit Ave.	Concord	CA	94520-3521
Monte Gardens Elementary	3841 Larkspur Dr.	Concord	CA	94519-1152
Mountain View Elementary	1705 Thornwood Dr.	Concord	CA	94521-1999
Mt. Diablo Elementary	5880 Mt. Zion Dr.	Clayton	CA	94517-1114
Mt. Diablo High	2450 Grant St.	Concord	CA	94520-2251
Northgate High	425 Castle Rock Rd.	Walnut Creek	CA	94598-4599
Oak Grove Middle	2050 Minert Rd.	Concord	CA	94518-3428
Olympic Continuation High	2730 Salvio St.	Concord	CA	94519-2599
Pine Hollow Middle	5522 Pine Hollow Rd.	Concord	CA	94521-4799
Pleasant Hill Elementary	2097 Oak Park Blvd.	Pleasant Hill	CA	94523-4033
Pleasant Hill Middle	1 Santa Barbara Rd.	Pleasant Hill	CA	94503-4215
Prospect High (Continuation)	One Santa Barbara Rd.	Pleasant Hill	CA	94523-4417
Rio Vista Elementary	611 Pacifica Ave.	Bay Point	CA	94565-1359
Riverview Middle	205 Pacifica Ave.	Bay Point	CA	94565-2995
Sequoia Elementary	277 Boyd Rd.	Pleasant Hill	CA	94523-3796
Sequoia Middle	265 Boyd Rd.	Pleasant Hill	CA	94523-3297
Shore Acres Elementary	351 Marina Rd.	Bay Point	CA	94565-1399
Silverwood Elementary	1649 Claycord Ave.	Concord	CA	94521-2299
Strandwood Elementary	416 Gladys Dr.	Pleasant Hill	CA	94523-2749
Summit High (Continuation)	4200 Concord Blvd.	Concord	CA	94521-1059
Sun Terrace Elementary	2448 Floyd Ln.	Concord	CA	94520-1499
Sunrise (Special Education)	1861 Silverwood Dr.	Concord	CA	94519-1352
Valhalla Elementary	530 Kiki Dr.	Pleasant Hill	CA	94523-1717
Valle Verde Elementary	3275 Peachwillow Ln.	Walnut Creek	CA	94598-1711
Valley View Middle	181 Viking Dr.	Pleasant Hill	CA	94523-1808
Walnut Acres Elementary	180 Cerezo Dr.	Walnut Creek	CA	94598-3799
Westwood Elementary	1748 West St.	Concord	CA	94521-1008
Woodside Elementary	761 San Simeon Dr.	Concord	CA	94518-2337
Wren Avenue Elementary	3339 Wren Ave.	Concord	CA	94519-2328
Ygnacio Valley Elementary	2217 Chalamar Rd.	Concord	CA	94518-2595
Ygnacio Valley High	755 Oak Grove Rd.	Concord	CA	94518-2899

R113244



AGREEMENT FOR SERVICES

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Inventory Audit of asset items with an original cost of \$500 and above including and limited to Chromebooks/Tablets/Mini Computers/Laptops under the \$500 threshold.

Maintenance, Operations, Transportation, Facilities	1480 Gasoline Alley	Concord	CA	94519-2328
District Office	1936 Carlotta Dr.	Concord	CA	94519-2328

Total Estimated Fees:

New Inventory (with \$500 Threshold)	
Fixed Asset (Equipment, Furniture, etc.)	\$140,961
22,000 Chromebook/Tablets/ Mini computers/ Laptops Under \$500 only	\$132,031
Electronic Worksheet	<u>\$ 2,000</u>
Estimated Total	\$274,992

These cost estimate proposals are subject to the completion of all components simultaneously by Associated Valuation Services, Inc.

The fee for REGULAR SERVICES will be, as stated for the period of May 10, 2019 to May 31, 2020 payable as follows:

- a. One third of estimated bid proposal will be due upon agreement and signing contract or before beginning the Inventory Audit program (\$91,664) one third of estimated bid proposal after completion of onsite inventory visits (\$91,664) and the remaining one third after completion of inventory reports as set forth herein.
- b. Consultant shall assume all expenses incurred in connection with the performance of this contract, and the District shall not be responsible for payment of any costs other than as provided herein.
- c. Failure of District to provide two (2) sets of master keys during the onsite inventories may result in a 25% increase of total fees, subject to Consultant's Review/Discretion.
- d. This agreement includes the inventory of 1,275 laptop computers over \$500. If total amount of laptop computers exceeds 1,275 laptops, the district will be bill additional fees based on the following formula: the total project fees as listed above and divided by the total number of items in the new inventory (less included laptops) to determine the per item fee for the additional laptop computers.
- e. District has contracted to include in the inventory assets under \$500 limited to 22,000 Chromebooks/Tablets/Laptops/Mini Computers only. If total amount exceeds 22,000 assets of this type, the district will be billed additional fees based on the following formula: the total project fees to inventory these units as listed in this Contract Agreement and divided by the District predetermined estimated number of 22,000 units to determine the per item fee for the additional units.
- f. All Chromebooks/Tablets/Mini Computers/Laptops must be out of protective cases prior to Consultants scheduled onsite visit or they will not be inventoried. Additional visits to sites to inventory these items are subject to additional charges.
- g. Prior to beginning the onsite inventory at each site, Consultants must receive two individual sets of keys to all types of Chromebook/Laptop/Tablet carts (COW's; Cart On Wheels) keys and/or Lock Combinations Failure to provide keys for these carts may result in a 25% increase of total fees and/or in Chromebook/Laptops/Tablets not being inventoried, subject to Consultant's Review/Discretion. Additional visits to inventory these items are subject to additional charges.
- h. District's failure to provide written network equipment listing with make, model, serial number, site, room number, acquisition cost and acquisition date prior to the start of the onsite inventory may result in a 25% increase of total fees, subject to Consultant's Review/Discretion.
- i. Consultant will not inventory items residing more than 8 feet above the floor. If possible Associated Valuation Services, Inc. personnel will provide a list of these items by type and location (site and room) to the District at the end of the inventory. Consultant will include this equipment in the inventory reports based on information provided by the District with make, model, serial number, site name, room number, acquisition cost, and acquisition date.
- j. Consultant will not physically inventory or verify licensed vehicles or musical instruments but will include them in the inventory audit report as "book tagged items" from lists provided to Consultant from District.
- k. Failure of District to provide to Consultant two sets of keys to laptop/tablet carts or the combination to locks prior to start of the onsite inventories may result in a 25% increase of total fees and/or assets not being inventoried, subject to Consultant's Review/Discretion.
- l. District wide-Campus wide WIFI access must be made available to AVS during each onsite inventory audit. Failure of District to provide access to Districts local WIFI network during the onsite inventories may result in a 25% increase of total fees or minimum of \$500 per site or based on a per number of enrollments per site, subject to Consultant's Review/Discretion.



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- m. Inventory will be conducted during normal business hours of 7:30 am to 5 pm at the convenience and sole determination of Consultant. District will make available to Consultant all sites during these normal business hours. Consultant will proceed with a onetime only onsite visit to each site to complete inventory of all assets proceeding in a room to room order to accomplish the most expedient manner per Consultant. Any variation of this methodology will incur additional fees and will be bid separately upon change request by the District. Any change to this schedule without prior approval from Consultant will result in a 25% increase of total fees or minimum of \$500 per site based on and prorated on the requested time and hours subject to Consultant's Review/Discretion.
- n. Any changes and requests for special services after the acceptance of this Contract or during the onsite inventory to the Consultants projected scope will result in increased fees to be based on special services and modifications to existing proposal scope and will result in project being suspended until updated terms are finalized, in writing, including, but not limited to, escorts, special reporting, and special District employee assistance.
- o. Upon rendering any SPECIAL SERVICES requested from the District, the fee schedule rate of \$500 per hour of service will be applied. This rate will include but not be limited to such services as report writing, analyses, site visits, inspections, travel time, recapitulations, special requests.
- p. Additional return visits to sites which have already been inventoried pursuant to this Agreement will have an additional fee of \$500 per return visit per site.

6. INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor and not an officer, agent or employee of the District while engaged in carrying out or complying with any of the terms and conditions of this Agreement.

7. PERFORMANCE

- a. The time and manner of performance of the services set forth herein shall be at the discretion of the Consultant, provided, however, that the Consultant shall diligently proceed with the performance of said services and shall devote such time, skill and effort as may be necessary in the attainment of the objectives of this Agreement.
- b. As always, the Consultant will conduct themselves with the utmost professionalism during all on site evaluations.

8. ASSIGNABILITY OF AGREEMENT

This Agreement may not be assigned without prior written consent of the District.

9. CONTRACT AGREEMENT TERMINATION

Termination for Convenience. Either Party shall have the right to and provide notice to the other party terminating this Contract for its convenience with respect to;

- a. *Grounds for Termination.* Either Party shall have the right to terminate this Contract for cause in the event that either Party: (a) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; *provided, however,* that, in the case of an involuntary proceeding, such proceeding is not dismissed or stayed within forty-five (45) days after it is commenced; or (b) breaches and fails to comply with or perform its material obligations; *provided, however,* (c) that either party shall first have provided the other party with written notice of the nature of such breach and of the other parties intention to terminate this Contract as a result of such breach.
- b. *Remedy in the Event of Termination.* If either party terminates this Contract as provided in Section 9 a, in addition to its rights to pursue any remedy existing at law or in equity subject to the terms and conditions pursuant to Section 19 the District shall have the right to have the Work (or comparable services) completed by other vendors for services comparable to the Services described in this Contract. If the sum of (a) the total cost to the District of completing the Work, (b) all other damages suffered by the District as a result of the termination or default by either party, and (c) all amounts previously paid to the Consultant under this Contract, exceeds the Contract Price under this Contract, the Consultant shall not be responsible or liable to pay the difference to the District. In the event of termination by either party the District is due as refund any payments paid or portions thereof for work not completed by the Consultant as well the Consultant is due, upon written notice or invoice to the District, any payments due from work completed up to the date of termination. If either party terminates this Contract the other Party shall have no right to damages or compensation for such termination other than payment or refund of the charges set forth above.
- c. *Excusable Termination Cause.* Neither Party shall have any liability or be considered to be in breach or default of its obligations under this Contract to the extent that performance of such obligations is delayed or prevented, directly or indirectly, due solely to causes that are unforeseeable as of the effective date of this Contract and beyond its reasonable control, including acts of God, acts (or failures to act) of governmental authorities (excluding District) after the exercise of reasonable diligence, fires, severe weather conditions, earthquakes, strikes or other labor disturbances, floods, war (declared or undeclared), epidemics, civil unrest, riots, catastrophic loss including death, personal injury in part or in whole. The affected Party shall (a) notify the other Party promptly of the occurrence of any such event (and, in any event, within thirty (30) days after such event) describing the details of the event; (b) notify the other Party of the expected duration and likely impact of the event within forty-five (45) days after such event; and (c) notify the other Party promptly after the affected Party is able to resume performance.

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10. BACKGROUND VERIFICATION

Consultant shall comply with the provisions of California Education Code 45125.1 regarding the submissions of fingerprints to the California Department of Justice and completion of criminal background investigations of the Consultant and/or its employees and has been verified in writing that no employees have been convicted of a felony, as defined in California Education Code 45125.1 prior to any district work being commenced at the Districts sites.

11. INDEMNIFICATION

Consultant shall hold harmless and indemnify the District, its officers, agents and employees from and against any and all actions, suits or other proceedings as may rise as a result of performing work hereunder, except such actions, suits or other proceedings as may arise as a result of the sole negligence or willful misconduct of the District, its officers, agents or employees.

12. DOCUMENTS

All files, documents and data of every kind prepared in whole or in part by the Consultant under this Agreement shall be and become the District's sole property and shall be delivered to the District upon request or termination of the Agreement, and the District shall have full and unlimited right and title thereto and to the free use of such files, documents and data.

13. DISCLOSURES

- a. Consultant reserves the right to replace, hire, contract with, dismiss, layoff, terminate or otherwise, at Consultant's sole discretion, any outside sub-contractors, independent contractors or others for the purposes of data entry, data informational gathering and research. Consultant will at all times adhere to and indemnify the District as stated above within the INDEMNIFICATION clause of this Agreement.
- b. We agree to correct any and all errors noted in the valuations at our expense that are brought to our attention within 30 days of delivery of the completed reports. Errors noted will be corrected within 60 days of notification.

14. LIMITATION OF LIABILITY

In recognition of the risks and benefits of the project to both the District and the Consultant, the risks have been allocated such that the District agrees, to the fullest extent permitted by law, to limit the liability to the Consultant to the District for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys fees' and costs and expert witness fees and costs, so that the total limited liability of the Consultant to the District shall not exceed 100% of the Districts fees received for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This limitation of liability includes the loss of any keys given the Consultant to the District and the resulting replacement of keys and or rekeying of any kind whatsoever and the possible or actual loss or damage of property of Districts' from a resulting loss of keys. District agrees to extend this limitation of liability to Consultant's officers, directors, partners, employees, Sub Consultants and subcontractors' or other associates used by Consultant in association with this project.

15. ATTORNEY'S FEES

In any action, proceeding, or arbitration between the District and the Consultant arising out of this Agreement, the prevailing party between the District and the Consultant shall be not entitled to attorney's fees and costs from the non-prevailing party.

16. ENTIRE CONTRACT; CHANGES

All agreements between the parties are incorporated in this Agreement and the Consultants' written Proposal, which constitutes the entire contract Agreement. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be extended, amended, modified, altered, or changed in any respect whatsoever except in writing signed by the District and the Consultant.

17. SEVERABILITY

If any clause or portion of a clause, in this Agreement is considered invalid under the rule of law, it shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect.

18. OTHER TERMS AND CONDITIONS; ATTACHED SUPPLEMENTS

By and with the below acknowledgment and signatures, all parties agree to accept the above agreement in part and in whole. By their below signatures, all parties certify they have the District's permission of binding contractual obligation, with and from their respective companies, employers, entities, etc.

EXHIBIT 1: Mount Diablo Unified School District Agreement Contract dated April 24, 2019 between Mount Diablo Unified School District and Associated Valuation Service, Inc. (AVS) and including its Exhibits A and B within the District's contract agreement.

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19. DISAGREEMENT/ MEDIATION / ARBITRATION OF DISPUTES

District and Consultant agree to mediation to resolve any dispute or claim arising between them out of this agreement or any resulting transaction before resorting to arbitration or court action.

Any disagreement (including fee disputes) between the District and Consultant arising out of or relating to this Agreement/Contract or Consultant's professional services rendered to or for the District, shall be resolved by binding arbitration by a single arbitrator before a local County Bar Association located in the county of the origination of this Agreement. The parties further agree that the party obtaining an award shall not be entitled to an award of Attorney's fees and all expenses incurred in obtaining the arbitration award. The District understands that, without this agreement, the District has the right to a jury trial in the event of a dispute. Knowing this, District WAIVES DISTRICT'S RIGHTS TO A JURY TRIAL IN REGARDS TO SUCH DISPUTES between District and Consultant arising out of or relating to this Agreement/Contract or Consultants professional services pursuant to this Contract.

This waiver applies to any claim that arises from or is related to an alleged violation of any duty incident to or arising out of or relating to this Agreement/ Contract, including any errors or emissions, professional liability or relating to the coverage for, or delivery of, services or items pursuant to this Agreement/Contract, irrespective of the legal theories upon which the claim is asserted.#

For all claims subject to this arbitration provision, both the District and the Consultant give up the right to a jury or court trial, and accept the use of binding arbitration.

DR (District initial)

KAW (Consultant initial)

MOUNT DIABLO UNIFIED SCHOOL DISTRICT

By: [Signature] Date _____
Rose Ramos

Title: Associate Superintendent of Business Services

ASSOCIATED VALUATION SERVICES, INC.

By: [Signature] Date 5/31/19
Burton D. Wiltz

Title: President

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EXHIBIT 1: (attached hereto and made a part hereof)

**Mount Diablo Unified School District Agreement Contract dated April 24, 2019
between Mount Diablo Unified School District and Associated Valuation Service, Inc. (AVS)
including its Exhibits A and B within the District's contract agreement.**

(See Attachment)