

Board Office Use: Legislative File Info.	
File ID Number	13-2513
Introduction Date	11-6-13
Enactment Number	13-2375
Enactment Date	11-6-13



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools. Inspiring Students.

Memo

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

Board Meeting Date (To be completed by Procurement) 11-6-13

Subject Professional Services Contract - Cloud Sherpas Atlanta, GA (contractor, City State)
Technology Services (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Cloud Sherpa. Services to be primarily provided to Technology Services for the period of July 1, 2013 through Oct 25, 2013.

Background A one paragraph explanation of why the consultant's services are needed.
 Cloud Sherpas is one of the world's leading Cloud Solutions Providers. Since 2007, we've helped over 1,500 customers adopt, manage and enhance cloud solutions from Google, salesforce.com and other leading providers. As their trusted cloud advisor, we ensure customers adopt the right cloud technologies for their organization and have successful implementations, manage their clouds by providing customized support and ongoing education, and enhance their use of the cloud through

Discussion One paragraph summary of the scope of work.
 Approval of a Professional Services Contract between Oakland Unified School District and Cloud Sherpas of 3525 Piedmont Road Building 8, Suite 710 Atlanta, GA 30305 for the latter to provide services to build google sites using google apps engine and templates, assist in selecting google tools and gadgets, training.

Recommendation Ratification of professional services contract between Oakland Unified School District and Cloud Sherpa. Services to be primarily provided to Technology Services for the period of July 1, 2013 through Oct 25, 2013.

Fiscal Impact Funding resource name (please spell out) Unrestricted
Unrestricted not to exceed \$ 46000

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

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

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

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on July 1, 2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than Oct. 25, 2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Forty Six Thousand Dollars (\$46000). 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: Building the out the OUSD Intranet.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* ¹⁰¹¹ _____ which shall not exceed a total cost of \$ _____.

6. CONTRACTOR Qualifications / Performance of Services.

CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

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

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- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Fourty Six Thousand Dollars (\$46000). 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.

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 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
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Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: Manisha Patel, John Krull
Site /Dept.: Technology Services
Address: _____
Oakland, CA
Phone: 510-879-8214, 510-290-3616

CONTRACTOR:

Name: Paul Murray
Title: Director of Sales
Address: 3525 Piedmont Road Bldg 8
Atlanta, GA 30305
Phone: 703-261-9071

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** ~~CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.~~
16. **Copyright/Trademark/Patent/Ownership.** ~~CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works-for-hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.~~
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: PM

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

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

Summary of terms and compensation:

Anticipated start date: July 1, 2013 Work shall be completed by: Oct 25, 2013 Total Fee: \$ 46000

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature] _____
 President, Board of Education Date
 Superintendent or Designee
[Signature] 11-7-13
 Secretary, Board of Education Date

CONTRACTOR

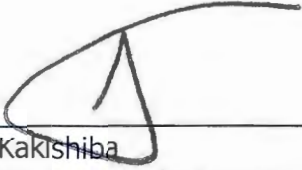
[Signature] _____
 Contractor Signature 9-13-12
 Date

Paul Muarry, Director of Sales
 Print Name, Title

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 Introduction Date: 11-6-13
 Enactment Number: 13-2375
 Enactment Date: 11-6-13
 By: [Signature]

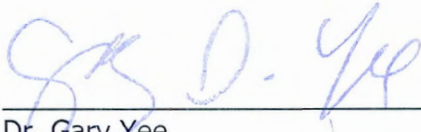
OAKLAND UNIFIED SCHOOL DISTRICT
 Office of General Counsel
 APPROVED FOR FORM & SUBSTANCE
 By: [Signature]
 Attorney at Law
 Assistant General Counsel

The Oakland Unified School District



11-7-13

David Kakishiba
President, Board of Education



11-7-13

Dr. Gary Yee
Acting Superintendent and Secretary, Board of Education

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Enactment Date: 11-6-13
By: _____

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

Approval of a Professional Services Contract between Oakland Unified School District and Cloud Sherpas of 3525 Piedmont Road Building 8, Suite 710 Atlanta, GA 30305 for the latter to provide services to build Google intranet site and templates, assist in selecting Google tools and gadgets, training for the period commencing on July 1, 2013 and concluding on Oct 25, 2013 not to exceed the amount of \$46,000.

SCOPE OF WORK

Cloud Sherpa will provide a maximum of _____ hours of services at a rate of \$_____ per hour for a total not to exceed \$ 46000. Services are anticipated to begin on _____ and end on Oct 25, 2013.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

Collaboration meeting, if needed. Core features (Home Page, FAQ's, announcements/blog stream, Document library set up, task gadget, employee type pages, video page. Intranet site most likely built on apps engine. OUSD Branded Templates.

Train core OUSD internal staff on updating and maintaining site, best practices/adding new site pages.

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.

- 1. Portal Page: Wire frames/template created using Google sites to provide an intranet inside of ouzd Google apps accounts.
2. Sub pages wire frames/template created for document library (OUSD to provide content). Best practices learned from vendor
3. Sub pages wire frame/template created for dept. sites.
4. Announcement stream and page created to provide one place to go to for announcements,
5. Sub page or portal page to have place for district calendar how to documents, employee services information, internal apps or links data, faq's, district calendars, other internal sites.
4. New intranet site will be searchable based on existing google sites logic.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

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

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

Please select:

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

Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

15. **Indemnification.** CONTRACTOR will, at its own expense, indemnify, defend and hold OUSD and its officers, agents and employees harmless from any claim or suit (i) alleging that any intellectual property produced by CONTRATOR infringes any registered copyright, or that CONTRACTOR has knowingly misappropriated any trade secret or other intellectual property right of any other entity, including any losses, damages, or expenses arising from any such claim or suit, and (ii) arising from the gross negligence or willful misconduct of CONTRACTOR in the performance of this Agreement. OUSD will provide Contractor with authority to proceed as contemplated herein and reasonable assistance to settle and/or defend any such claim or suit. WITH THE EXCEPTION OF INDEMNITY CLAIMS UNDER (i) ABOVE, IN NO EVENT SHALL CONTRACTOR'S LIABILITY TO OUSD FOR DAMAGES RESULTING FROM ANY CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE FEES PAID BY OUSD TO CONTRACTOR UNDER THIS AGREEMENT.

16. **Copyright/Trademark/Patent/Ownership.** Subject to the terms and conditions of this Agreement and OUSD's payment of all fees as required herein, OUSD will get solely and irrevocably, perpetually and exclusively, all right, title and interest in and to the work product produced under this Agreement, including, without limitation, any copyrights, patent rights and other intellectual property and proprietary rights therein and thereto. CONTRACTOR agrees to execute such further grants and assignments as OUSD may request from time to time for the purpose of further evidencing, enforcing, registering or defending its ownership of the Work Product. Notwithstanding the foregoing, OUSD acknowledges that prior to entering into this Agreement and during the term of this Agreement, CONTRACTOR has previously developed, and will continue to develop, certain creative works, ideas, knowledge, processes, data and other intellectual property, that have not specifically been developed for OUSD but that will be used by CONTRACTOR to complete the services described in this Agreement (collectively "Contractor Background Intellectual Property"). OUSD acknowledges that Contractor Background Intellectual Property is specifically excluded from the rights transferred to OUSD pursuant to this Section 16, and that CONTRACTOR retains all rights, title and interest in and to the Contractor Background Property, except as provided in the following sentence. CONTRACTOR hereby grants to OUSD a perpetual, royalty-free, worldwide license to use Contractor Background Intellectual Property to the extent incorporated into, or necessary for the operation and use of, any deliverables provided pursuant to this Agreement.

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel

APPROVED FOR ECKM & SUBSTANCE

By: 

Marlene McWilliam Attorney at Law
Assistant General Counsel



CERTIFICATE OF LIABILITY INSURANCE

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DATE (MM/DD/YYYY)
12/04/2012

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	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A:	National Fire Insurance Company of Hartford 20478-001	
INSURED Cloud Sherpas, Inc 3525 Piedmont Road Bldg 8, Suite 710 Atlanta, GA 30305	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
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INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			5086350737	5/26/2012	5/26/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OT-HER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District 1025 Second Avenue Oakland, CA 94606-2212	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



3525 Piedmont Road Building 8 Suite 710, Atlanta, GA 30305 www.cloudsherpas.com

**Cloud Sherpas Statement of Work:
Google App Engine Development Services
for Oakland Unified School District
Effective Date: 5/17/2013**

This Statement of Work (SOW) is a limited-term agreement for Cloud Sherpas, Inc. (referred to hereinafter as "Cloud Sherpas") to perform a Professional Services Engagement (Services) for Oakland Unified School District (referred to hereinafter as "CUSTOMER") with a place of business located at 1025 Second Ave. Oakland, CA 94606. This SOW expressly supersedes and replaces all prior SOWs and/or agreements (whether oral or written) between our entities relating to the subject matter described under Section 1 (Scope of Services and Deliverables).

1. Project Overview
 - 1.1 High Level Requirements
 - Application Overview
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 - Operating Environment
 - User Documentation
 - 1.2 Project Assumptions:
 - 1.3 Proposed Project Structure
 - 1.4 Solution Technologies
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 - 2.2 Developer
 - 2.3 UI/UX
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4. Scope Changes
5. Expenses
6. Payment Recovery
7. Project Change Control
8. Assumptions
 - Information Availability Assumptions
 - General Assumptions
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1. Project Overview

The purpose of this engagement is to deliver an Intranet portal solution to OUSD (herin, CUSTOMER) which serves as channel for communication and collaboration among faculty and staff. The portal solution recommended by Cloud Sherpas is based off of Cloud Sherpas' Ferris Framework which runs on the App Engine Platform. This framework allows for rapid application development which will allow Cloud Sherpas to provide the custom experience for features, functionalities, and scale that the CUSTOMER has expressed as project requirements.

This document will identify the defined high-level requirements for the project provided by CUSTOMER, project structure, project phasing, proposed technologies, and project team resources from Cloud Sherpas.

The requirements provided to Cloud Sherpas by CUSTOMER for this project are listed below at a high-level. These will be analysed and further defined during the Requirements Traceability Matrix finalization activity - this step will ensure a clear path to trace back from what is delivered to what is required while forming the basis of the proposal.

1.1 High Level Requirements

Application Overview

This portal design will address collaboration challenges that are faced today by providing a sustainable communication channel for Principals and other school staff to reduce general information overload. This application will house key information, updates and links to other resources needed by faculty and staff.

Faculty and staff will have landing pages specific to each user's role, so that the information they view is pertinent to them. The blogs, announcements, documents and links which the users will see will also apply to their role and level of access. Users will use a search and find strategy versus a navigate and find strategy. The search function will be enabled so that users can search by relevant keyword search terms which each content piece will be tagged with on the back end.

The system will also include a task application which will allow users to receive and complete tasks which are assigned to them. Tasks will be assigned by a specific group of users who will also be able to see when tasks are completed by each of the users.

Application Functions

The high level functions for this application are separated into two tables. The first table represents the requirements for the Intranet Portal, and the second table represents requirements for the task assignment tool:

Intranet Portal Requirements:

Req.	Category	Resp.	Delivery	Req. Description	Comments/Quest
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ID		Party	Phase		ions
0	Accessibility	CS	1	The intranet site shall not include any features that would prohibit normal usage of navigation using the keyboard	
1	Accessibility	CS	1	All forms shall display appropriate error messages for validation and other errors	
2	Blog	CS	1	Application shall allow administrators to create blog posts	Blog posts shall have their own "blog" model type.
3	Blog	CS	1	Application shall allow end users to view blog posts	
4	Blog	CS	1	Application shall allow end users to create and view comments on blog posts	
5	Blog	CS	1	Application shall distribute blog posts per employee page	Blog posts shall be tagged for individual roles or groups
6	Content Pages	CS	1	Application shall allow administrators to create new content pages	
7	Embedding	CS	1	Application shall allow the administrator to embed a Google Document in a page.	Supported items will be Forms, Videos, Presentations, Spreadsheets, Documents, or Images. Items are restricted to view-only in this context, and may not be edited from the page as per a Google Drive restriction.
8	Embedding	CS	1	Application shall allow the administrator to remove a Google Document that is embedded in a page.	
9	FAQ Page	CS	1	Application shall provide a searchable FAQ page for commonly asked questions	Page shall provide the top twenty asked questions for the intranet
10	File Management	CS	1	Application shall allow users to download links for roles in which a user is placed	Conversely, they may not download files in roles for which they have not been placed.
11	File Management	CS	1	Application shall permit all users to access documents that have been	Tags may be stored in the

				tagged as "globally available."	description field in Google Docs
12	Gadgets	CS	1	Application shall support gadgets inserted into a page.	
13	Google Calendar	CS	1	Application shall support a "google calendar" gadget.	
14	Google Calendar	CS	1	Application shall allow the end user to embed a Google Calendar view in a page.	
15	Google Drive	CS	1	Application shall support a "google drive" gadget.	
16	Google Drive	CS	1	Google Drive gadget shall display a specified folder logged in as the current user	
17	Google Drive	CS	1	Google Drive gadget shall pull the contents of a specified Google Drive collection for display in the page	
18	Google Drive	CS	1	Google Drive gadget shall display the contents of a specified Google Drive collection in a tree view structure	
19	Google Drive	CS	1	Google Drive gadget shall create links for each item in the specified collection	
20	Google Drive	CS	1	Google Drive gadget shall open the collection or file in a new tab when the end user clicks a link.	
21	Google Drive	CS	1	Google Drive gadget shall provide an interface for an admin to specify a target collection.	
22	Google Drive	CS	1	Google Drive gadget shall provide a search panel for searching the specified collection	Only the specified collection shall be searched
23	Google Drive	CS	1	Google Drive gadget shall present a search results page with the data from a search	
24	Google Drive	CS	1	Google Drive gadget shall open items contained in the search results in a new tab.	
25	Google Drive	CS	1	Application shall allow administrators to add a "Google Drive" section to the page.	One Google Drive gadget per page is supported.
26	Landing Pages	CS	1	Application shall provide landing pages based upon the role in which the logged in user is placed.	Application will route the user to an appropriate page based upon their username and Google Group membership.
27	Landing	CS	1	Application shall allow administrators to	Application shall

	Pages			create and edit landing pages for a group	provide the landing page create and edit form on the Ferris Framework administrator interface.
28	Quick Links	CS	1	Application shall support a "quick links" gadget	
29	Quick Links	CS	1	Quick Links gadget shall display up to 10 links as defined by an administrator	
30	Quick Links	CS	1	Quick Links gadget shall provide an interface for adding or changing links to the gadget.	
31	Quick Links	CS	1	Quick Links gadget shall open a new tab with the specified link.	
32	Quick Links	CS	1	Application shall allow administrators to add a "quick links" section to a page.	One quick links gadget per page is supported.
33	Revisions	CS	1	Application shall track and store revisions to individual pages.	
34	Revisions	CS	1	Application shall allow an administrator to restore a revision of a particular page.	
35	Revisions	CS	1	Application shall store revisions in the datastore.	
36	Searching	CS	1	Application shall allow users to search by keyword for desired content.	
37	Searching	CS	1	Application shall search pages, blogs, quick links, and FAQs for content.	Search will be run against the Google App Engine Datastore where the item references are stored.
38	Searching	CS	1	User interface shall provide search results with links to found content.	
39	Searching	CS	1	Search results shall only contain documents and pages that are accessible by the current user.	Documents that are not accessible by the current user will not be displayed or be made available for viewing.
40	User Interface	CS	1	User interface shall serve document links based upon the user role or roles in which a user is placed.	
41	User Interface	CS	1	User interface shall not display document links for roles in which the user is not	

				placed.	
42	User Interface	CS	1	User interface shall provide a globally accessible search bar.	
43	User Interface	CS	1	Search bar shall provide an option for choosing a document search or a page search. Search results are separated, Site results showing in one group of results and document results showing in another section of results.	Document search shall search Google Drive. Page search shall search the stored pages in the application.
44	User Interface	CS	1	Search results page shall display a link to found items in a list format.	If the items found are in the datastore, the link shall open that page in the application. Items found in Google Drive shall cause the application to open the found URL in Google Drive.
45	User Interface	CS	1	User interface shall provide a location for posting comments.	Comments are for blog postings
46	User Interface	CS	1	User interface shall display all comments for a particular page in the intranet.	
47	User Interface	CS	1	Application shall store comments in the datastore for each individual item and page created.	
48	User Interface	CS	1	User interface shall display timestamp, content, and posting username of each comment	
49	User Interface	CS	1	Application shall allow every user to create and read comments.	
50	User Interface	CS	1	Application shall allow an administrator to select from a predefined list of layouts when creating a new page.	Layouts will be one column, two column, or three column.
51	User Interface	CS	1	Application shall allow an administrator to change the layout of an existing page.	
52	User Interface	CS	1	Application shall allow an administrator to edit a page with WYSIWYG editor	WYSIWYG editor shall be rich text
53	User Interface	CS	1	WYSIWYG editor shall be the TinyMCE plugin which allows standard text formatting.	
54	User Interface	CS	1	WYSIWYG editor shall allow a user to insert an image to the page.	Images may be linked from

					another website or may be chosen through the Google Drive Picker.
55	User Interface	CS	1	WYSIWYG editor shall allow a user to insert a video to the page.	Videos may be linked from YouTube or picked from Google Drive
56	User Interface	CS	1	User interface shall display a search bar for the FAQs	
57	User Interface	CS	1	Video page shall provide a list of all uploaded videos for the intranet	
58	User Interface	CS	1	Video page shall allow users to select a video for viewing	
59	User Interface	CS	1	Video page shall allow administrators to upload, edit, and delete existing videos.	
60	User Interface	CS	1	Application shall provide links to the FAQ page, the Video Page, and the Landing page for the logged in user.	
61	User Interface	CS	1	Application shall dynamically generate a navigation element with links to pages created within the system.	
62	User Interface	CS	1	User interface shall provide a mechanism for saving edits to a page	
63	User Interface	CS	1	User interface shall provide page revision view	
64	User Interface	CS	1	User interface shall provide a mechanism for cancelling changes to a page	
65	User Roles	CS	1	Application shall provide an interface for defining new user roles.	Roles may be created, edited, or deleted by a site administrator. Shall roles also be defined by Google or LDAP groups?
66	User Roles	CS	1	Application shall store and retrieve user roles from the App Engine Datastore	
67	User Roles	CS	1	Application shall determine the username of the currently logged in user.	Via users service in Google App Engine
68	User Roles	CS	1	Application shall match logged in user to a defined user role.	User roles created from Google Groups.
69	User Roles	CS	1	Application shall display an error message to the user if they do not belong to any groups	

70	User Roles	CS	1	Application shall support defining a user role for which an uploaded file shall be available.	
71	Video Page	CS	1	Application shall provide a video page	
72	Video Page	CS	1	Application shall display the top ten videos on the videos page	
73	Video Page	CS	1	Application shall present top ten videos in a tiled or list format	
74	Video Page	CS	1	Application shall display video content, title, and description.	
75	Video Page	CS	1	Application shall display individual video content and description when an end user clicks on a video title.	
76	Video Page	CS	1	Application shall query Google Drive for stored videos.	Administrators will be responsible for uploading videos to Drive.
77	Video Page	CS	1	Application shall allow administrators to select a video from Google Drive for display	Video shall be selected with Google Drive Picker. A field for description shall also be provided.

Task Assigner Requirements

Req. ID	Category	Resp. Party	Delivery Phase	Req. Description	Comments/Questions
1	Users			Users will be automatically loaded into the system from the Google Provisioning API. Application will store the user's email, name, groups, role (if available), and location (if available). Administrator can modify the user's role and location manually.	Users will be synced with the provisioning API nightly.
2	Roles			Administrator role can manage all data in the application and may create and modify any tasks, manage workflow, and manage other user accounts.	Limited to 10 users, not including the required Cloud Sherpas users for deployment and maintenance
3	Roles			Task Manager Role can approve, create,	

				and assign tasks.	
4	Roles			Task Creator Role can create and assign new tasks and edit the task they've created.	
5	Roles			Normal/Task Recipient role can be assigned tasks and may complete the tasks assigned to them.	
6	Task Creation			Administrators and Task Creators can create new tasks	
7	Task Creation			Tasks contains the following fields: Task short description (text) Task due date (date) Task due date rationale (text) Task assigner contact information (text) Task long description (text)	
8	Task Attachments			Items from Google Drive can be attached to a task via the Google Picker	
9	Task Reminder			Creator can specify when to send a reminder for the task. A task may only have one reminder specified. The reminder point can be specified in minutes, hours, or days before the task due date. For example, 1 day before or 5 hours before. Reminders are sent by email.	
10	Task Archive			Users can view previously completed tasks.	
11	Task Assignment			Creators assign individual users to a task. Users can be found by search for name, group, role, or location	
12	Task Approval			One as task has been created, it must be approved by a Task Manager before it appears for the assigned users.	
13	Task Rejection			If a task is rejected by the Task Manager, the creator of the task is notified via email and the task may be modified and re-submitted. The Task Manager can specify a reason for rejecting a task which can be viewed by the task creator.	
14	Task Dashboard			The dashboard will contain: * List of tasks assigned to me that I have not completed (all roles) * List of tasks I've created (admin, manager, and creator) * List of tasks awaiting approval (admin, manager and creator) * Task archive.	
15	Task			An assigned user can mark a task as	

	Completion			complete. The task itself is only considered complete when all assigned users have marked the task as complete.	
16	Task Completion Status			On the dashboard and task view, the task will indicate which users have and have not completed the task as well as display a percentage.	
17	Task Reassignment			Users assigned to a task can reassign the task to one or more other users. The user will be removed from the list of people assigned but the system will keep track of previous assignees.	
18	Task Comments			Users assigned to a task as well as the creator, managers, and administrators can comment on a task.	
19	Task Copy			Creators, Managers, and Administrators can create a draft of a new task by copying an existing task.	
20	Reporting			Provide ability to provide a datadump via CSV file.	

User Classes and Characteristics

Users of the system will be:

Access Role	Description
Administrators (App Eng)	Full access. Configures user and group access roles. Manages content and taxonomy. Final approver of all content and communications.
Site Editor	Access to edit site, user roles, and view.
Page Editor	Produces content and communications for one or more sections of the site.
Regular Content Viewers	All other employees. Allowed to view and access all non-confidential content and communications.

Operating Environment

The site will operate on the following systems:

- Desktop and Laptops and PCs operating on Windows or Mac OS
- Tablets (however specific design for tablet not included)
- Smartphones (however specific design for smartphone not included)



The end users will operate primarily through the latest browser of one of the following:

- Chrome
- Firefox
- Safari
- Internet Explorer

The Administrative process will operate primarily through a browser of one of the following:

- Chrome

Hardware is laptop and desktop devices.

User Documentation

This site will have minimal training documentation as users want to be able to go straight to the site and have everything readily at their fingertips. All training sessions will be recorded and provided to the CUSTOMER.

1.2 Project Assumptions:

1. CUSTOMER already has a configured Google Apps domain and collaboration environment, CS will not be providing any additional GA configuration advice as part of this SOW.
2. CUSTOMER has a single LDAP source and has already installed Google Apps Directory Sync (GADS) for syncing users and user groups
3. CUSTOMER will use the native Drive capability within Google Drive for all document management needs for the Intranet such as to update, consolidate, and remove documents.
4. CUSTOMER will use native Google Calendar for scheduling rooms and pull calendars on schoolwires.
5. CUSTOMER understands that reporting for the Task Assigner will be limited to views of tasks by status.
6. The solution will be designed for Google supported browsers including latest versions for Chrome, Firefox, IE9 and 10) and Safari. IE8 and lower not supported by Google.
7. Smartphone and tablet specific application design is out of scope.
8. Google App Engine will incur ongoing costs charged by Google based on application usage and bandwidth.
9. End user training will not be provided by Cloud Sherpas.
10. Data migration will not be performed by Cloud Sherpas.
11. Content files in solution will be stored in Google Drive and subject to file upload limits on files larger than 10GB and additional storage costs over the free quota.
12. User Guides and any other documentation (other than the design deliverables in this SOW) are out of scope. All training sessions will be recorded and provided to the customer.

1.3 Proposed Project Structure

Setup & Kick-off	Timeline*
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<ul style="list-style-type: none"> ● Review Terms of Service ● Review and finalize SOW ● Billing/Expenses Discussion ● Project Site & Artifacts Review ● Proposed Timeline/Schedule Review <p>Deliverables: Project Plan, Issues & Risk Log, Action Items Log, Deliverables Log, and weekly status meeting schedule.</p>	Week 1
<p>Requirements Lockdown</p> <ul style="list-style-type: none"> ● Initial requirements review meeting ● Refinement and RTM documentation ● RTM review meeting ● Final Sign off <p>Deliverable: *Requirements Traceability Matrix</p>	Week 1 - Week 2
Design Prototyping	Week 3 - Week 4
<ul style="list-style-type: none"> ● Wireframe/Prototype <ul style="list-style-type: none"> ○ A semi-functional application based on the wireframes and workflow storyboards to simulate the way the site will eventually work. Up to ten (10) wireframes will be produced for this step. ○ One round of revisions prior to delivery in final form for sign-off. ● Style Board <ul style="list-style-type: none"> ○ A design deliverable consisting of fonts, colors, and interface elements that communicate the essence of a visual brand for the web. They help form a common visual language between the designers and the stakeholders and provide a catalyst for discussions around the preferences and goals of CUSTOMER. ○ One round of revisions prior to delivery in final form for sign-off. ● High Fidelity Comps <ul style="list-style-type: none"> ○ Applying design concepts to (or “dressing up”) key aspects of the wireframe/prototype. These are often very close or identical to the actual final site design and include all the graphics, typography, and other page elements. ○ Three (3) comps will be generated: Landing page, content page, search results page ○ One round of revisions prior to delivery in final form 	Week 3 - Week 4

<p>for sign-off.</p> <p>Deliverables: Wireframes, Style Board, and Comps</p>	
<p>Development & Testing</p>	
<ul style="list-style-type: none"> ● Implementation: HTML/CSS ● Bootstrapping, Configuration and Development ● Unit Testing 	<p>Week 5 - Week 8</p>
<ul style="list-style-type: none"> ● System Testing (Internal) ● User Acceptance Testing (UAT) Support ● Issue Resolution <p>Deliverable: Defect/Issues Log with items resolved or closed to both parties agreement based on the project requirements. Enhancements will be also logged as “postponed” but not implemented until a future release unless mutually agreed to by both parties.</p>	<p>Week 9 - Week 10</p>
<p>User Acceptance Testing</p>	
<ul style="list-style-type: none"> ● User Acceptance Testing Support ● Defect Resolution <p>Deliverable: Defect/Issues log with items closed or resolved to both parties agreement based on the requirements. Enhancements will be also logged but not implemented until a future release unless mutually agreed to by both parties.</p>	<p>Week 11</p>
<p>Deployment and Training</p>	
<ul style="list-style-type: none"> ● Deployment to CUSTOMER’s Google App Engine instance ● Code Delivery <p>Deliverable: Application fully deployed on CUSTOMER domain (final build) and source code delivery.</p>	<p>Week 12</p>
<p>Training/Documentation</p> <ul style="list-style-type: none"> ● Google App Engine “app spot” instructions ● Application admin user training delivered via Webinar <p>Deliverable: Google App Engine “app spot” instructions, Application end-user training delivered via Webinar</p>	<p>Week 13</p>

Project Management	
<ul style="list-style-type: none"> ● Project monitoring and control (project artifacts updates) ● Budget reporting ● Billing/invoicing ● Task management ● Status meetings prep, facilitation, and follow-ups ● Meetings scheduling ● Project communication facilitation ● Project close out 	Week 1 - Week 13

***Requirements Traceability Matrix** is a spreadsheet listing out the atomic objectives/requirements for the project that can be validated during User Acceptance Testing. This document ensures the delivery of what is needed and minimises the risk of scope expansion.

***Tentative Timeline** - the timeline will be solidified after the requirements are locked down. The Tentative Timeline is just a guide.

1.4. Out of Scope Items

Although the following items were discussed during the sales process, they were excluded from the budget and requirements in order to prioritize development of portal and task applications.

1. Internal Dept/Generic Template following OUSD Intranet Branding
2. Project Team Template following OUSD Intranet branding
3. Documentation on Sites Administration. All training will occur via webinars which will be recorded for CUSTOMER.
4. Guidelines and best practices for set up and permissions managing

1.5 Solution Technologies

The solution proposed by Cloud Sherpas will use the following technologies:

- Google App Engine
- Google Cloud Storage
- Python
- Ferris Framework
- CSS
- HTML5
- Javascript
- CSS



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- JQuery
- Chrome Extensions - This solution will work on OS's that support versions of Chrome Browsers that support the Extension framework.

2. Key Roles

The following team member roles will be involved on this project. The specific resources will be identified at signing of this agreement. Possible resources are listed below.

2.1 Project Manager

Cloud Sherpas will provide a project manager to manage the schedule, budget, team communication and ensure the CUSTOMER is in the loop with all aspects of the project:-

2.2 Developer

Cloud Sherpas applications developers are among the few and the first to be Google App Engine certified developers. This project will likely have at least two developers to minimise the project duration. Cloud Sherpas developers are certified Google Developers and have rich experience with Google App Engine Development.

2.3 UI/UX

Cloud Sherpas UI/UX specialist, is responsible for ensuring the human interaction pieces of this effort are both attractive and effective from a user experience standpoint.



3. Pricing

Cloud Sherpas will provide services defined **above** in this SOW on a fixed fee basis in the amount of \$96,000.00 and invoiced as follows:

Invoice #	Project Stage	Amount
1	Following the Kick-off & Design	\$32,000.00
2	Following Development Complete	\$32,000.00
3	Following Launch	\$32,000.00
	TOTAL	\$96,000.00

4. Scope Changes

Based on the scope of a project, Cloud Sherpas is able to estimate the time, resource needs, and cost of the project. If the project scope is increased at any point during the delivery of the project, Cloud Sherpas will have to dedicate additional time and resources to the project resulting in an increased cost to the Customer. If a change to project scope is requested by CUSTOMER during the delivery of the project, Cloud Sherpas will provide CUSTOMER with a time and cost estimate for the additional project scope via a change order form. CUSTOMER will have the final determination as to which scope changes should be completed by Cloud Sherpas and which should be postponed to a later date or altogether dismissed.

5. Expenses

Travel and lodging expenses will be invoiced at actual costs, meals and incidentals will be billed on a Per Diem basis as outlined by U.S. Federal guidelines <http://www.gsa.gov/portal/category/21287>.

Cloud Sherpas will make every reasonable attempt to remain productive on this project or other projects in the event travel is required during core business hours (8:30am - 5:30pm in the relevant time zones). If this is not possible, travel time will be billable to CUSTOMER.

If CUSTOMER's normal travel policies require different reporting, we will take reasonable measures to comply. Payment for expenses must be received within 15 days of the invoice date.

6. Payment Terms

Professional Services Fees and Expenses will be invoiced on 1st and 15th of the month based on services delivered to CUSTOMER. Payment must be received within 15 days of the invoice date.

7. Recovery

Both parties understand that project success is based on mutual commitment and participation as well as a high standard of quality. In the event that CUSTOMER feels that the project is no longer required, it will notify

Cloud Sherpas in writing upon which time Cloud Sherpas will cease providing services and bill CUSTOMER only for work performed up to the time of notification.

8. Project Change Control

The following provides a detailed process to follow if a change to this Statement of Work (SOW) is required. A Project Change Control will be the vehicle for communicating change. The Project Change Control must describe the change, the rationale for the change and the effect the change will have on the project. The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.

Both Project Managers will review the proposed change and approve it for further investigation or reject it. Consultant will specify any charges for such investigation. If the investigation is authorised, the Project Managers will sign the Project Change Control, which will constitute approval for the investigation charges. Consultant will invoice client for any such charges. The investigation will determine the effect that the implementation of the Project Change Control will have on the price, schedule and other terms and conditions of the agreement. A written Change Authorisation and/or Project Change Control must be signed by both parties to authorise implementation of the investigated changes.

9. Assumptions

The following assumptions are being made:

Most of the work can be performed remotely; however, in the event that work must be performed on site, CUSTOMER and Cloud Sherpas project staff will be provided with adequate facilities which include, but are not limited to:

1. A collective workplace for both CUSTOMER and Cloud Sherpas resources to work together (close proximity to one another).
2. A workplace (desk)
3. Working telephone (if applicable)
4. Internet Access (if onsite at CUSTOMER)

Information Availability Assumptions

1. CUSTOMER will ensure timely access to, and compliance from, CUSTOMER's key executives, CUSTOMER work groups and other project teams to (i) support Cloud Sherpas' Services, (ii) perform the agreed upon acceptance procedures in a timely manner and (iii) help accomplish the objectives of the Project.
2. CUSTOMER will provide participation by skilled and dedicated CUSTOMER resources on the Project.
3. Decisions to be made by CUSTOMER will be made promptly and communicated through the CUSTOMER Project Manager.
4. The CUSTOMER Steering Committee (or similar governance body) shall have all necessary authority to commit CUSTOMER with respect to the subject matter of the Project.
5. It is assumed that the Steering Committee (or similar governance body) will be available on an as-needed basis to expedite decision-making and issue resolution in the event that a critical issue is escalated by project management.
6. CUSTOMER shall obtain all consents necessary from third parties required for Cloud Sherpas to perform

its obligations hereunder.

7. It is assumed that CUSTOMER project team members are empowered to make decisions on behalf of CUSTOMER and have enough knowledge of the CUSTOMER's business processes and technology to make decisions about requirements for each of the functional areas.
8. The CUSTOMER Steering Committee will designate a CUSTOMER team member to have approval authority for each of the implementation areas and the associated deliverables. The designated CUSTOMER approval authority will review each deliverable within ten (10) days of receipt of deliverables submission and provide a written acceptance/rejection notice in accordance with section 8.

General Assumptions

1. We assume that the CUSTOMER information provided or referenced by CUSTOMER is accurate and complete.
2. Each party will retain responsibility for its compliance with any laws, regulations, or other authorities, in effect on the date of execution of this Arrangement, including those areas on which it relies on the other party's performance under the Contract. Use of the term "ensure" is defined to mean that both parties will use all reasonable and commercial efforts to accomplish their legal responsibilities under the terms of the agreement.
3. CUSTOMER will be responsible for any contractual relationship with third parties and for ensuring that such third parties cooperate with Cloud Sherpas
4. Cloud Sherpas will have no responsibility for the performance of other contractors or vendors engaged by CUSTOMER, or delays caused by them, in connection with the project, even if Cloud Sherpas has been involved in selecting or recommending such other contractors or vendors. Cloud Sherpas will use commercially reasonable efforts to promptly make CUSTOMER aware of any such contractor performance matters.
5. CUSTOMER will provide access to relevant documentation necessary for performing Project activities.
6. Cloud Sherpas agrees to provide the Services described in the Section 1 of this SOW. The scope of this project as documented in Section 1 shall remain unchanged, except as the parties may mutually agree in writing.
7. CUSTOMER shall be responsible for its use of the Services and any deliverables. CUSTOMER understands and agrees that CUSTOMER is responsible for determining whether any Services and deliverables provided by Cloud Sherpas address CUSTOMER's requirements, comply with all laws and regulations applicable to CUSTOMER, and comply with CUSTOMER's applicable internal guidelines and any other agreements it has with third parties.
8. All Services and deliverables submitted to CUSTOMER for approval shall be deemed accepted if CUSTOMER does not reject the Services and deliverables by providing written notice within five (5) days after delivery for deliverables and within ten (10) days after the end of the month in which the work was performed (for Services), specifically identifying any basis for not approving the Services or deliverables. Cloud Sherpas shall be entitled to rely on all decisions and approvals of CUSTOMER in connection with the Services or deliverables. Such acceptance or deemed acceptance shall be final for purposes of invoicing and payment. Upon rejection of part or all of such Services and deliverables, Cloud Sherpas' sole liability shall be to fix the non-conformity identified by CUSTOMER in its written notice.
9. Cloud Sherpas shall not independently validate any information provided to it by CUSTOMER, its agents or third parties and shall be entitled to rely upon such information.



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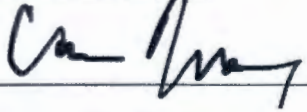
- 10. CUSTOMER will be responsible for obtaining, at no cost to Cloud Sherpas, consents for Cloud Sherpas' use of any CUSTOMER Furnished Property necessary to perform its obligations hereunder. Unless otherwise agreed to by the parties in writing, CUSTOMER will provide all software and hardware necessary for Cloud Sherpas to perform its obligations under the agreement.
- 11. CUSTOMER has the right to use and extend the delivered solution as they see fit within their organisation. The customer shall not sell the delivered solution or any modified version of the deliverable. The CUSTOMER understands that any changes made in the 30 day warranty period nullifies the warranty period and will instead activate the paid support model.

10. Maintenance and Support

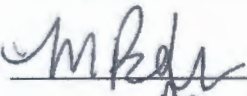
Cloud Sherpas shall provide Customer with support and maintenance services pursuant to the terms and conditions and for the Support Services Fee set forth in Appendix A. If Customer does not wish to obtain support and maintenance services, Customer must opt-out of such services by indicating such election and initialing below.

____ Customer elects to decline support and maintenance services. Customer understands and agrees that by declining such services Cloud Sherpas shall not provide, and Customer shall not be entitled to, any support and maintenance services.

CLOUD SHERPAS, Inc.

By: 
 Name: Cain Wong
 Title: Director
 Date: June 6, 2013

Oakland Unified School District

By: 
 Name: Manisha Patel
 Title: Project Manager
 Date: 6/5/13

Due to the changing nature of the information provided within this SOW, this document must be executed within thirty (30) days of the date of submittal. Cloud Sherpas will be pleased to update and resubmit this SOW upon request given sufficient notice.

**Appendix A:
Support and Maintenance**

1. **Definitions.** The terms listed below shall, for purposes of this SOW, have the respective meaning set forth opposite each such term:
- a. **"Documentation"** means the operating manual, including a description of the functions performed by the Software including as provided for in the Software SOW, user instructions, technical literature and all other related materials, in both eye-readable and machine-readable, printable form, which may, from time to time, be supplied to Customer by Cloud Sherpas to facilitate the use and application of the Software.
 - b. **"Effective Date"** shall mean that day immediately following the expiration of the 30-day Software warranty provided in the Software SOW.
 - c. **"Error(s)"** means any verifiable and reproducible failure of the Software to materially conform to the Documentation. Notwithstanding anything contained in this Agreement to the contrary, the term "Error" shall include, except as provided in the following sentence of this definition, any Severe Error, Moderate Error or Minor Error. The term "Error" shall not, however, in any instance include any Non-Qualified Error.
 - i. **"Minor Error"** means any demonstrable Error that: (1) causes a function to not execute as intended without a significant loss of utility of intended functionality; or (2) disables one or more nonessential functions.
 - ii. **"Moderate Error"** means any demonstrable Error that: (1) causes the Software to operate improperly; or (2) produces results materially different from its intended function as provided for in the Documentation, but which does not rise to the level of a Severe Error.
 - iii. **"Severe Error"** means any demonstrable Error that: (1) causes the Software to have a significant loss of utility of intended function as provided for in the Documentation; (2) causes or is likely to cause data to be lost or destroyed; or (3) prevents the Software from being installed or executed within a properly configured environment in accordance with the Documentation.
 - d. **"Error Correction"** shall mean either a modification of, addition to or deletion from the Software that, when made to the Software, materially conforms the Software to the Documentation, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the effect on the Customer of an Error.
 - e. **"Initial Term"** shall have the meaning set forth in Section 6(a) below.
 - f. **"Normal Support Hours"** shall have the meaning set forth in Section 2(b) below.
 - g. **"Non-qualified Error"** shall have the meaning set forth in Section 2(f) below.

- h. **“Renewal Term”** shall have the meaning set forth in Section 6(a) below.
 - i. **“Software”** shall mean that certain software application developed by Cloud Sherpas for Customer pursuant to this Statement of Work (**“Software SOW”**) by and between Cloud Sherpas and Customer under the Agreement.
 - j. **“Support Services Cap”** shall mean a maximum of 3 hours per calendar month during the Term.
 - k. **“Support Services”** shall have the meaning set forth in Section 2(b) below.
 - l. **“Support Services Fee”** shall have the meaning set forth in Section 6(a) below.
 - m. **“Term”** shall have the meaning set forth in Section 9(a) below.
 - n. **“Workaround”** means a temporary solution to an Error that Cloud Sherpas has implemented, or that Cloud Sherpas has granted prior written consent to Customer to implement, and that allows the Software to regain functionality and provide major software functions in accordance with its intended function as provided for in the Documentation.
2. **Support Services.**
- a. During the Term of this SOW, Cloud Sherpas will provide Customer with the following support and maintenance services with regard to the Software, solely to technical personnel designated by Customer, as set forth herein (**“Support Services”**):
 - i. Error Correction;
 - ii. Consultation on remediation for changes made by Google to application programming interfaces utilised by the Software; and
 - iii. Assistance in escalating technical support issues within Google’s technical support department.
 - b. Cloud Sherpas will provide support to Customer by telephone and other means upon such terms and conditions as shall be deemed appropriate by Cloud Sherpas in its sole reasonable discretion. The technical support telephone line (to be provided) will be staffed by a technical support representative during the hours of Sunday evening at 6:00 pm est to Friday evening at 6:00 pm est., excluding holidays scheduled by Cloud Sherpas (**“Normal Support Hours”**), subject to modification by Cloud Sherpas at Cloud Sherpas’ sole but reasonable discretion. Cloud Sherpas shall provide Customer with the capability to record a message for Cloud Sherpas on an answering service or at a Cloud Sherpas’ e-mail address (to be provided) in the event that Cloud Sherpas’ technical support representative is not available in person; provided, however, that any communication by Customer to Cloud Sherpas pursuant to this Section 2(b) shall be in addition to, and shall not in any way replace or satisfy, Customer’s obligations hereunder pursuant to Section 2(g) below. For purposes of Section 2(c) below, Errors reported outside of Normal Support Hours shall be deemed to be received by Cloud Sherpas upon the subsequent commencement of Normal Support Hours.
 - c. In the event Customer notifies Cloud Sherpas of an Error in the Software, Cloud Sherpas shall use commercially reasonable efforts to address Errors in accordance with the following:
 - i. Cloud Sherpas shall, within 12 hours or next business day following the receipt of notice from Customer of any Severe Error, contact Customer to verify such Severe Error

and begin a resolution process. Upon such verification, Cloud Sherpas will allocate and assign internal support resources and notify Customer of such assignment within 24 hours or next business day. Following Cloud Sherpas assignment of internal support resources, Cloud Sherpas will use its commercially reasonable efforts to provide a Workaround or Error Correct for such Severe Error; in the event a Workaround is utilised, Cloud Sherpas shall use commercially reasonable efforts to ensure the effectiveness of such Workaround until such time as an Error Correction shall be provided to Customer.

- ii. Cloud Sherpas shall, within 24 hours or next business day following the receipt of notice from Customer of any Moderate Error, contact Customer to verify such Moderate Error. Upon such verification, Cloud Sherpas will allocate and assign internal support resources and notify Customer of such assignment within 48 hours. Following Cloud Sherpas assignment of internal support resources, Cloud Sherpas will use its commercially reasonable efforts to provide a Workaround or Error Correct for such Moderate Error; in the event a Workaround is utilised, Cloud Sherpas shall use commercially reasonable efforts to ensure the effectiveness of such Workaround until such time as an Error Correction shall be provided to Customer.
 - iii. Upon Cloud Sherpas' receipt of notice of a Minor Error and upon Cloud Sherpas' verification of such Minor Error, Cloud Sherpas will commence efforts to provide an Error Correction for such Minor Error in the next Interim Release of the Software.
- d. Support Services which do not address a Severe Error or Moderate Error shall be provided by Cloud Sherpas on a time queue basis assigned based on the date and time of Customer's request for such Support Services. Customer may elect to obtain priority in its request by agreeing to the priority hourly rate of \$400/hr; upon agreement Customer's request for Support Services will be elevated to the priority position in the time queue.
 - e. In addition to the telephone and Error Correction services specified in Sections (b) and (c) of this Section 2, Cloud Sherpas shall, upon Customer's request, provide Customer with additional technical support services on a fee-for-service basis in accordance with Cloud Sherpas' then-current standard fees for such services and upon such terms and conditions as shall be mutually agreed between the parties.
 - f. Cloud Sherpas shall provide hourly Support Services to Customer up to the Support Services Cap for each month during the Term of this SOW. In the event Customer requests Support Services in excess of the Support Services Cap for the then current month, Customer shall pay Cloud Sherpas for the requested Support Services on a fee-for-service basis at Cloud Sherpas then-current standard fees. Customer shall be invoiced and payment shall be made in accordance with the Agreement.
- a. Customer Responsibilities.

- i. Customer agrees to notify Cloud Sherpas in writing promptly following the discovery of any Error. Upon discovery of an Error by the Customer, the Customer agrees, if requested by Cloud Sherpas, to submit promptly to Cloud Sherpas a listing of output and any other data, including without limitation, the operating conditions under which the Error occurred or was discovered, that Cloud Sherpas may reasonably require Customer to reproduce the Error.
 - ii. Customer hereby represents, warrants and covenants that it shall use its best efforts, including without limitation allowing Cloud Sherpas unrestricted access to the Software at Customer's location, to enable Cloud Sherpas to satisfy its responsibilities hereunder.
- b. Notwithstanding anything herein to the contrary, Cloud Sherpas shall not be obligated to provide Customer with any Support Services related to or resulting from any failure of or defect in the Software caused by: (i) the improper use, alteration, or damage of or to the Software by the Customer or persons acting through or on behalf of Customer, other than Cloud Sherpas; (ii) modifications to the Software not made by Cloud Sherpas; (iii) the use of application software not provided, or approved in writing, by Cloud Sherpas; or (iv) the use of the Software in a manner or with hardware that has not been approved in writing by Cloud Sherpas (each of (i) through (iv), a "***Non-Qualified Error***"). Any technical support services provided by Cloud Sherpas to the Customer in connection with any Non-Qualified Error will be subject to service fees as provided in Section 2(e) of this Agreement. Cloud Sherpas shall not be required to provide Customer with any Support Services hereunder with regard to any Software for which Customer shall not have installed and shall not have been using either (A) the latest applicable Software Update, or (B) the immediately preceding Software Update, if the most current Software Update was made available to the Customer within six (6) months of Customer's request for Support Services thereto.

1. **Operating Costs**

- a. Customer is responsible for all costs associated with the installation and ongoing execution of any Software Project.

2. **Additional Services.**

Upon the execution of a separate written Statement of Work between Cloud Sherpas and Customer, Cloud Sherpas shall perform customisation, enhancement, consulting, training or other services, as designated in such separate SOW, on such terms and conditions as set forth therein.

1. **Title to Software.**

- a. The Software and any improvements, modifications or changes thereto provided hereunder and all copies thereof are the proprietary property of Cloud Sherpas, and title thereto shall at all times remain in and with Cloud Sherpas. All applicable rights to patents, copyrights, trademarks, and trade secrets in, of and to the Software and the improvements, modifications and changes thereto and copies thereof are and shall at all times remain in Cloud Sherpas. All

copies of the Software, and improvements, modifications and changes thereto and copies thereof made by or on behalf of the Customer, whether pursuant to Cloud Sherpas' prior written consent or otherwise, and including, without limitation, all translations, derivative works, compilations and partial copies, are the property of Cloud Sherpas, and Customer shall use its best efforts to ensure Cloud Sherpas' sole and undisputed title to and ownership thereof.

- b. Violation of any provision set forth in this Section 5 shall be the basis for immediate termination of this SOW and the Software SOW. Termination of this SOW and the Software SOW shall be in addition to and not in lieu of any equitable or other remedies available to Cloud Sherpas.

2. **Fees: Term.**

- a. In consideration of Cloud Sherpas provision of the Support Services, Customer shall pay Cloud Sherpas a nonrefundable fee, payable in advance, of 25% of the project cost (the "**Support Services Fee**") for an initial twelve (12) month period beginning on the Effective Date (the "**Initial Term**"). The Initial Term shall automatically renew, for additional twelve (12) month periods (each, a "**Renewal Term**", and collectively with the Initial Term, the "**Term**"), unless such renewal shall be canceled by Customer in writing no later than thirty (30) days prior to the commencement of the applicable Renewal Term. Cloud Sherpas will automatically invoice Customer no less than thirty (30) days prior to the expiration of the current Initial or Renewal Term.
- b. If the Support Services Fee shall not be paid in full by Customer on or prior to the commencement of the applicable Term, then the Term shall automatically terminate, and the parties' respective obligations and duties hereunder shall cease; provided, however, that notwithstanding such termination of this Agreement, Customer shall remain liable for any outstanding balance of the Support Services Fee or other costs and expenses incurred hereunder. Following termination or expiration of this Agreement, Customer may reinstate Support Services upon the execution of a replacement Support Services Agreement and upon its payment to Cloud Sherpas of the (i) then-current applicable Support Services for the period during which Support Services were not provided plus (ii) Cloud Sherpas' then-current reinstatement fee.

3. **Limited Warranty and Remedies.**

- a. Cloud Sherpas does not warrant that the Support Services will meet Customer's specific requirements, that the operation of the Software will be uninterrupted or error free following the provision of the Support Services, or that any or all Errors can or will be corrected. Cloud Sherpas warrants that the Support Services will be provided in a professional and workmanlike manner by competent individuals.
- b. EXCEPT AS PROVIDED IN SECTION 7(a) ABOVE, THE SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY



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NOT APPLY TO CUSTOMER.

4. **Limitation of Liability.**

CLOUD SHERPAS' SOLE OBLIGATION OR LIABILITY UNDER THIS AGREEMENT IS THE PROVISION OF THE SUPPORT SERVICES. IN NO EVENT SHALL CLOUD SHERPAS OR ANY OF ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR (i) CONSEQUENTIAL, SPECIAL, INCIDENTAL OR SIMILAR DAMAGES, SUCH AS (BUT NOT LIMITED TO) "DOWNTIME," EXCESS COSTS, LOSS OF BUSINESS REVENUES, PROFITS OR SAVINGS OR LOSS OF DATA RESULTING FROM THE PROVISION, NON-PROVISION OR NON-TIMELY PROVISION OF THE SUPPORT SERVICES, EVEN IF CLOUD SHERPAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) FOR DAMAGES OR ANY CLAIM BY ANY THIRD PARTY. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE AMOUNT PAID BY CUSTOMER FOR THE SUPPORT SERVICES REFLECTS THIS ALLOCATION OF RISK. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER. UNDER NO CIRCUMSTANCES SHALL CLOUD SHERPAS' AGGREGATE LIABILITY HEREUNDER RESULTING FROM ALL CLAIMS, REGARDLESS OF THE FORM OF SUCH CLAIMS, EXCEED THE SUPPORT SERVICES FEES ATTRIBUTABLE TO THE SOFTWARE PAID BY CUSTOMER DURING THE YEAR IN WHICH THE CLAIM AROSE.

1. **Termination.** This SOW shall terminate:

- i. upon the Customer's failure to cure a material breach of this SOW, the Agreement, or the Software SOW within thirty (30) days of receipt of written notice thereof from Cloud Sherpas;
- ii. pursuant to Section 5(b) or Section 6(b) hereof; or
- iii. upon the Cloud Sherpas' failure to cure a material breach of this SOW within thirty (30) days of receipt of written notice thereof from Cloud Sherpas.

CLOUD SHERPAS, INC.

3525 PIEDMONT RD NE BLDG 8-710

DUNS: 015638256 CAGE Code: 6LDX4

ATLANTA, GA, 30305-1578 ,

Status: Active

UNITED STATES

Entity Overview

Entity Information

Name: CLOUD SHERPAS, INC.
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active
Expiration Date:10/29/2013

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.1149.20130801-1829

WWW8

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



Company Overview

[About](#) Company Overview

Company Overview

Helping businesses adopt, manage and enhance cloud solutions



Cloud Sherpas is the two-time Google Enterprise Partner of the Year for Google Apps, a Platinum salesforce.com partner and the first ServiceNow partner to reach Preferred partner status globally. As one of the world's leading cloud services brokerages we've helped over 5,000 customers adopt, manage and enhance cloud solutions from Google, salesforce.com, ServiceNow and other leading cloud vendors.

Whether working with a global retailer to help them make their business more connected and collaborative, helping a financial services firm better manage their customer relationships, or consolidating global IT to a single system of record, Cloud Sherpas has the track record and trust of its partners to help the world's largest organizations leverage the cloud and respond with agility to the rapid consumerization of IT. Cloud Sherpas is headquartered in Atlanta, GA with offices throughout the United States and operations in Australia, India, Japan, New Zealand, Philippines, Singapore, United Arab Emirates and the United Kingdom. For more information visit www.cloudsherpas.com.

We ensure you adopt the right technology and have a successful deployment.

Cloud Sherpas helps customers adopt cloud solutions in a number of different ways. We assist with the design of a cloud strategy, streamline account management of multiple clouds and provide expert cloud implementation services.

Cloud Strategy

Whether you're just getting started or looking for ways to streamline existing initiatives, Cloud Sherpas offers cloud solutions assessments that guide your organization through an evaluation of its existing architecture and develop a strategy for implementing cloud technologies.

License Management

Cloud Sherpas allows organizations to easily aggregate solutions from multiple cloud vendors. Our dedicated account management team and customer portal provide a single point of contact for support and account management.

Cloud Implementation

Cloud Implementation is the core of what we do. Hundreds of enterprises representing over 2 million people have trusted Cloud Sherpas with their Salesforce implementations and Google Apps migrations.

We empower your organization with tools & knowledge to manage multiple clouds

Cloud Sherpas provides organizations with a single resource for support and ongoing education to help them transcend from managing infrastructure to effectively managing clouds.

Cloud Support

Cloud Sherpas offers a variety of support options for many cloud vendors, ranging from basic support that comes with aggregation services to premium support for enterprises.

Ongoing Education

Cloud Sherpas helps you keep pace with changes in the cloud. Our dedicated Cloud Management team regularly provides scheduled training sessions to bring new team members up-to-speed quickly.

We help enhance your business by building custom apps and integrating with other clouds and systems

Cloud Sherpas helps identify opportunities to be more responsive to changes in the business by leveraging information in real-time through custom applications and integrating your cloud solutions with other business systems.

Web apps, mobile apps & browser extensions

The cloud provides anywhere, anytime access to your data. Cloud Sherpas can help you unlock that potential by designing and developing custom apps for the web and mobile devices using the latest cloud platform and cloud infrastructure solutions.

Integrate with other clouds & systems

As organizations grow, their systems naturally get more complex. Cloud Sherpas can help you integrate IT systems across your organization with other clouds and on-premise systems.

Find out what Cloud Sherpas can do for you

Our focus is on helping organizations run business applications in the cloud like messaging, collaboration and CRM, develop custom cloud solutions using platforms and infrastructure as a service, and integrate existing cloud solutions with other clouds and business systems. So let us help you leverage the cloud. Contact us today.

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Toll-Free: + 888 260 7660

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PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014

Basic Directions

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

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

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

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

OUSD Staff Contact *Emails about this contract should be sent to:* (required) MANISHA.PATEL@OUSD

Contractor Information

Contractor Name	Cloud Sherpa	Agency's Contact	Paul Murray				
OUSD Vendor ID #	1005741	Title	Director of Sales				
Street Address	3525 Piedmont Road Bldg 8	City	Atlanta	State	GA	Zip	30305
Telephone	703-261-9071	Email (required)	paul.murray@cloudsherpas.com				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	July 1, 2013	Date work will end	Oct 25, 2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
		9999994701 - [REDACTED]	5825	\$46000
			5825	\$
			5825	\$
Requisition No. (required)	R0400145		Total Contract Amount	\$46000

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Manisha Patel/John Krull	Phone	510-879-8214
	Site / Department	Technology Services		Fax	
	Signature			Date Approved	9/17/13
2.	Resource Manager, if using funds managed by:	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships			
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
	Signature (if using multiple restricted resources)			Date Approved	
3.	Regional Executive Officer	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site			
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000			
	Signature			Date Approved	
5.	Superintendent, Board of Education	Signature on the legal contract			
Legal	Required if not using standard contract	Approved			Denied - Reason
Procurement	Date Received		PO Number	P1401893	
				Date	9/17/13