

Board Office Use: Legislative File Info.	
File ID Number	13-1997
Introduction Date	9/11/13
Enactment Number	13-1976
Enactment Date	9/11/13 JS



Memo

To The Board of Education
From Gary Yee, Ed.D., Acting 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) 9/11/13

Subject Professional Services Contract -
SUNGARD PUBLIC SECTOR, INC (BETHLEHEM PA) (contractor, City State)
986/TECHNOLOGY SERVICES (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and SUNGARD PUBLIC SECTOR, INC. Services to be primarily provided to 986/TECHNOLOGY SERVICES for the period of 08/01/2013 through 06/30/2014.

Background
A one paragraph explanation of why the consultant's services are needed.
 SunGard is currently working on several projects for the Oakland Unified School District that includes General Ledger SACS, Position Control, Workflow, Procurement, Payroll, and Fixed Assets, and Posting strategies for Payroll, Accounts Payable and Accounts Receivable. The Oakland Unified School District has requested additional Professional Services from SunGard for the continued development and implementation of these projects.

Discussion
One paragraph summary of the scope of work.
 A contract for services between OUSD and SunGard Public Sector Inc, Bethlehem, PA for the latter to provide Business Plus Professional Services, Additional Consulting and/or Training for 11.72 days regarding IFAS Software and related projects to District identified staff, through the period commencing on August 1, 2013 and concluding on June 30, 2014, in an amount not to exceed \$15,000.

Recommendation Approval of professional services contract between Oakland Unified School District and SUNGARD PUBLIC SECTOR, INC. Services to be primarily provided to 986/TECHNOLOGY SERVICES for the period of 08/01/2013 through 06/30/2014.

Fiscal Impact Funding resource name (please spell out) GP
 not to exceed \$ 15,000.00

- Attachments**
- Contract No. 1951, SunGard Public Sector Inc. Addendum
 - Billing Rate Waiver
 - FingerPrint/Background Check/TB Waiver
 - Certificate of Liability Insurance including Workers Compensation
 - Statement of Qualifications

CONTRACT NO. 1951

SunGard Public Sector Inc.

d/b/a "SUNGARD K-12 EDUCATION"

ADDENDUM

Client:

Oakland Unified School District
1011 Union Street
Oakland, CA 94607
Telephone: (510) 879-8324
Fax: (510) 879-8800
Attn: Janice Chinn

Licensor:

SunGard K-12 Education
3 West Broad Street
Bethlehem, PA 18018
Telephone: (610) 691-3616
Fax: (610) 954-8378

SunGard K-12 Education and Client agree to amend their existing agreement, dated August 28, 2001, to add the following as attached hereto and part of this Addendum.

EXHIBITS

EXHIBIT A: PAYMENT SUMMARY AND SCHEDULE

EXHIBIT B: SOFTWARE AND SERVICES

- 1. Professional Services
 - i. BusinessPLUS
- 2. Pricing Notes

All terms and conditions of the existing Agreement shall remain in effect (with the exception of any conditions, prices and payment terms indicated herein). For payment terms, refer to the payment schedule in Exhibit A.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused this Addendum to be signed by its duly authorized officer.

Oakland Unified School District

BY: *Vernon Hall*
 PRINT NAME: *Vernon Hall*
 PRINT TITLE: *Dept Supt Bsns/Op's*
 DATE SIGNED: *8/23/13*

SunGard Public Sector Inc.

BY: *[Signature]*
 PRINT NAME: Bronne J. Bruzgo
 PRINT TITLE: Vice President, Sales
 DATE SIGNED: July 15, 2013

OUSD certifies that OUSD nor the Contractor appears on the Excluded Parties List at: <https://www.sam.gov/portal/public/SAM>

OAKLAND UNIFIED SCHOOL DISTRICT
 Office of General Counsel
 APPROVED FOR FORM & SUBSTANCE
 By: *[Signature]*
 Attorney at Law
 Page 1 of 3

EXHIBIT A: PAYMENT SCHEDULE

SOFTWARE AND SERVICES

1	Professional Services		\$15,000
	(refer to Exhibit B for detail)		
	Other Services	\$15,000	
	Due monthly as incurred		

TOTAL SOFTWARE AND SERVICES ⁽¹⁾ :	\$15,000
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¹ Travel and living expenses are not included in this Professional Services cost.

EXHIBIT B: SOFTWARE AND SERVICES

1. PROFESSIONAL SERVICES

BusinessPLUS		Professional Services	
Value Added Services	Days	Price	2nd Year Maintenance
(1) Additional Consulting	11.72	15,000	N/A
Subtotal Proposed Services:	11.72	\$15,000	-


1 Additional Consulting days will be billed monthly on an as delivered basis. The current hourly training rate is \$ 160; the current hourly consulting rate is \$ 160. Services to be utilized between August 1, 2013 - June 30, 2014.

TOTAL BusinessPLUS Proposed Services:	\$15,000
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2. PRICING NOTES

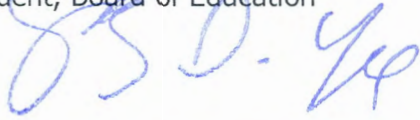
- 1 SunGard K-12 Education's pricing for services are bill as incurred unless otherwise indicated within the Payment Summary and Schedule.
- 2 Training and Consulting services are provided through a Blended learning approach; comprised of instructor lead onsite, distant learning (webex), and self-paced on-line elearning. The method of blended learning is determined by content.
- 3 Travel and living expenses are not included in the Professional Services costs.
- 4 Should additional daily time be needed for implementation assistance beyond the standard eight hour day, this can be scheduled with your Project Manager. Any services required beyond those days indicated will be performed at our then current rates.
- 5 Training day counts are based on a maximum class size of 16 individuals. SunGard K-12 Education training methodology is based on a train-the-trainer deployment.
- 6 The schedule for the above Training, Consulting and Professional Development services will occur as mutually agreed by SunGard K-12 Education and client and as documented in a training agenda that will be sent to the client. SunGard K-12 Education's cancellation policy requires a 21-day advance notice to cancel scheduled training. Cancellations within 6-21 days of the scheduled service will be invoiced at 50% of the total quoted service cost. Cancellation within 5 days, or on the scheduled date, the service will be invoiced at 100% of the quoted cost. For any cancellation of on-site services, any non-refundable travel expenses will be invoiced to your organization at cost.
- 7 SunGard K-12 Education's current Professional Services rates are as follows:
 - Training / Consulting / Professional Development Rate: 1,280 per day.
 - Custom Programming / Data Conversion Rate: 1,500 per day.
 - Project Management / Schools Interoperability Framework (SIF) Rate: 1,600 per day.

The Oakland Unified School District




David Kakishiba
President, Board of Education

9/12/13



9/12/13

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

File ID Number: 13-1997
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By: 



OUSD Consultant Billing Rate Guideline Waiver Request

Directions

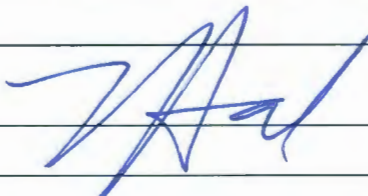
All District professional services contracts must be paid at an hourly rate within the OUSD Billing Rate Guidelines. Principals and managers can submit a waiver request to pay consultants at a higher hourly rate or in special circumstances, a flat fee contract. Billing rate guideline waivers require Cabinet level approval (Deputy Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to renegotiate the compensation and resubmit the contract for approval.

Contractor Name	<u>SunGard Public Sector, Inc.</u>
Contract Originator Name	<u>Tracey Logan</u>
Site or Department	<u>986/Technology Services</u>
Requisition Number	<u>R0400279</u>

Reason for requested waiver:

- Specialized skills set justifies higher hourly rate, see resume or statement of qualifications attached
- Short-term contract requires a higher hourly rate. Contract is less than one month in duration.
- Other, please explain:

Additional professional services from SunGard needed to continue development and implementation of current projects with SunGard.

Approval Cabinet Level approval required (Deputy Superintendent)			
Regional or Executive Officer		Date	
Cabinet Level		Date	<u>8/23/13</u>

Consultant Fingerprint/Criminal Background Check Waiver Request

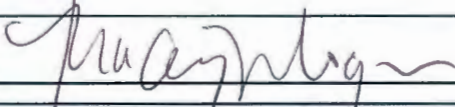
Directions

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	SunGard Public Sector, Inc.		
Originator Name	Tracey Logan	Site or Department	Technology Services
Which sites or locations will the contractor be working at?		WORKLY REMOTELY	
TB Clearance Requirement			
<i>Proof of negative TB status is required for all consultants who will be working with OUSD students <u>or</u> staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.</i>			
How is this contractor going to meet the TB clearance requirement?			
TB Waiver requested <input checked="" type="checkbox"/>		Proof of TB clearance is in the contract packet <input type="checkbox"/>	

[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]

CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))

OUSD Representative's Name	Tracey Logan	Title Interim ITO
OUSD Representative's Signature		Date 7/19/13

Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)

Approver Name	Title
Vernon Hall 	deputy Superintendent
Approver Signature	Date
	8/23/13
Reason for Approval:	



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/02/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390 E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Phoenix Ins Co</td> <td>25623</td> </tr> <tr> <td>INSURER B: The Travelers Indemnity Co.</td> <td>25658</td> </tr> <tr> <td>INSURER C: Charter Oak Fire Ins Co</td> <td>25615</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Phoenix Ins Co	25623	INSURER B: The Travelers Indemnity Co.	25658	INSURER C: Charter Oak Fire Ins Co	25615	INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED SunGard Capital Corp. Its Companies & Subsidiaries 680 East Swedesford Road Wayne PA 19087 USA														

COVERAGES	CERTIFICATE NUMBER: 570049806508	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY			6600D923415	05/01/2013	05/01/2014	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)	\$10,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$10,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			PRODUCTS - COMP/OP AGG	\$2,000,000				
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	
	DED RETENTION							
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TRKUB8045X04813 (AZ, MA, WI) TC2NUB8045X01213 (AOS)	05/01/2013	05/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Name Insured: SUNGARD DATA SYSTEMS INC., SunGard Capital Corp. Its Companies & Subsidiaries.

CERTIFICATE HOLDER	CANCELLATION
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OAKLAND UNIFIED SCHOOL DISTRICT OFFICE MANAGER, TECHNOLOGY SERVICES 1011 UNION STREET OAKLAND CA 94607 USA	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 <i>Aon Risk Services Central, Inc.</i>
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Holder Identifier :

Certificate No : 570049806508




ABOUT US

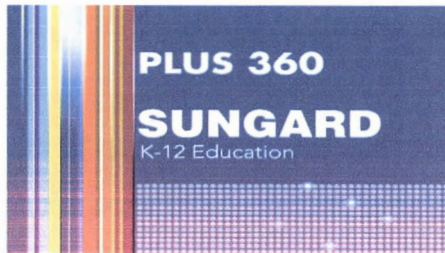
SunGard K-12 Education software serves over 8 million students or 1 out of 6 students nationwide. We serve over 1,500 school districts throughout the United States.

At SunGard K-12 Education many staff are former K-12 employees, including education technologists, superintendents, business managers, principals, teachers and other school employees. We're all part of a team dedicated to providing innovative technology that's making a difference in the lives of students every day. Our experience, combined with our ongoing commitment to technology research and development, means our customers can be assured that their investment in our products will benefit their schools and their students for years to come.

SunGard K-12 Education is part of SunGard, one of the world's leading software and technology services companies. SunGard is one of the world's leading software and technology services companies. SunGard has more than 17,000 employees and serves approximately 25,000 customers in more than 70 countries. SunGard provides software and processing solutions for financial services, education and the public sector. SunGard also provides disaster recovery services, managed IT services, information availability consulting services and business continuity management software. With annual revenue of about \$4.5 billion, SunGard is the largest privately held software and services company and is ranked 480 on the Fortune 500. For more information, please visit www.sungard.com.

To see videos featuring SunGard K-12 Education customers, please visit the [SunGard K-12 Education YouTube Channel](#).

Video Presentations



PLUS 360 Overview

PLUS 360 is the innovative suite of software solutions designed specifically for K-12 districts.



Yes, I'm Interested

Call: 866-905-8989

K-12 Education News

Keller Independent School District, Texas, moves to the latest eFinancePLUS

Jul 14, 2013

General McLane School District, Pa., selects PerformancePLUS

Jul 14, 2013

Gahanna-Jefferson Public School District, Ohio, selects PerformancePLUS

Jul 14, 2013

[View more news >>](#)

Connect With Us

PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Basic Directions

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

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

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

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

OUUSD Staff Contact Emails about this contract should be sent to: (required) janice.chinn@ousd

Contractor Information

Contractor Name	SUNGARD PUBLIC SECTOR, INC	Agency's Contact	SHARRON BRAGG		
OUUSD Vendor ID #	1024393	Title	CLIENT RELATIONSHIP MANAGER		
Street Address	3 WEST BROAD STREET	City	BETHLEHEM	State	PA Zip 18018
Telephone	(866) 905-8989	Email (required)	sharron.bragg@sungardps.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	08/01/2013	Date work will end	06/30/2014	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 160.00	Number of Hours (required)	93.75		

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
0000	GP	9861110799	5825	\$ 15,000.00
			5825	\$
			5825	\$
Requisition No. (required)	R0400279		Total Contract Amount	\$ 15,000.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	TRACEY LOGAN	Phone	(510) 390-1536
	Site / Department	986/TECHNOLOGY SERVICES		Fax	(510) 451-1695
	Signature	<i>Tracey Logan</i>		Date Approved	7/19/13
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	
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	<i>ASL</i>		Date Approved	8/23/13
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved	Denied - Reason	Date	
Procurement	Date Received		PO Number		

