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| Board Office Use: Legislative File Info. | |
| File ID Number | 13-0509 |
| Introduction Date | 3/27/13 |
| Enactment Number | 13-0572 |
| Enactment Date | 3/27/13 |



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

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

Board Meeting Date
 (To be completed by Procurement) 3/27/13

Subject Professional Services Contract -
INTEGRIFY, INC CHICAGO IL (contractor, City State)
986/TECHNOLOGY SERVICES (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and INTEGRIFY, INC. Services to be primarily provided to 986/TECHNOLOGY SERVICES for the period of 02/18/2013 through 06/30/2013.

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

Instead of engaging outside consultants, OUSD has been building capacity within its own staff to create applications to automate business processes. Technology Services staff have been working on automating the onboarding process, and the process to create professional services contracts. Both applications are in their final stages of development, but Technology Services staff require additional remote support to help resolve some final issues.

Discussion
 One paragraph summary of the scope of work.

A contract for services between OUSD and Integrify, Inc, Chicago, Illinois, for the latter to provide 90 hours of consulting services to be delivered remotely, to selected Technology Services staff to support the Onboarding application and the Contracts Online application testing phase, through the period of February 18, 2013 through June 30, 2013 in an amount not to exceed \$15,750.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and INTEGRIFY, INC. Services to be primarily provided to 986/TECHNOLOGY SERVICES for the period of 02/18/2013 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) UNRESTRICT
 not to exceed \$ 15,750.00

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

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OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and INTEGRIFY, INC (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:

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 02/18/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year, or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed FIFTEEN THOUSAND SEVEN HUNDRED FIFTY XXXXXXXXXXXXXXXXXXXX Dollars (\$ 15,750.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: _____

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

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

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 1. 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.
 2. Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* _____ which shall not exceed a total cost of \$ _____.
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.

7. **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: GEE KIN CHOU
Site /Dept.: 986/TECHNOLOGY SERVICES
Address: _____
Oakland, CA
Phone: (510) 879-8872

CONTRACTOR:

Name: DAVID WILLSEY
Title: VP SALES
Address: 20 N WACKER DR. #1020 2817
CHICAGO IL 60606
Phone: (888) 536-9629

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

8. Invoicing

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

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
9. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

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

Check one of the boxes below:

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

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

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

OR

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

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

Professional Services Contract

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

Contractor initial: DN

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:

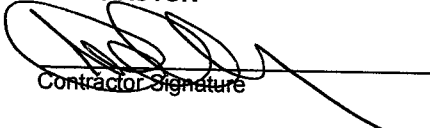
Anticipated start date: 02/18/2013 Work shall be completed by: 06/30/2013 Total Fee: \$ 15,750.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Date _____

CONTRACTOR


Contractor Signature

2/7/13
Date

Certified:


Secretary, Board of Education

3/28/13
Date

DAVID WILLSEY VP SALES
Print Name, Title

Edgar Rakestraw, Jr., Secretary
Board of Education

File ID Number: 13-0509
Introduction Date: 3/27/13
Enactment Number: 13-0572
Enactment Date: 3/27/13
By: OR

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.

A contract for services between OUSD and Integrify, Inc, Chicago, Illinois, for the latter to provide 90 hours of consulting services to be delivered remotely, to selected Technology Services staff to support the Onboarding application and the Contracts Online application testing phase, through the period of February 18, 2013 through June 30, 2013 in an amount not to exceed \$15,750.00.

SCOPE OF WORK

INTEGRIFY, INC will provide a maximum of 90.00 hours of services at a rate of \$ 175.00 per hour for a total not to exceed \$15,750.00. Services are anticipated to begin on 02/18/2013 and end on 06/30/2013.

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

Integrify will provide 90 hours of consulting services, to be delivered remotely, to the Technology Services staff building and testing the Onboarding and Contracts On-Line applications.

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) Instead of engaging outside consultants, OUSD has been building capacity within its own staff to create applications to automate business processes.

(2) Five Technology Services staff have been learning to use the Integrify software to build forms and automate business processes since 2011, and have been working on automating the onboarding process and the process to create professional services contracts.

(3) Although both applications are in their final stages of development, Integrify will provide additional consulting, remotely, to Technology Services staff to help resolve final issues.

(4) With remote assistance from Integrify, Technology Services staff will be able to complete the building and testing of the Onboarding and Contracts On-Line applications within the next four months.

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

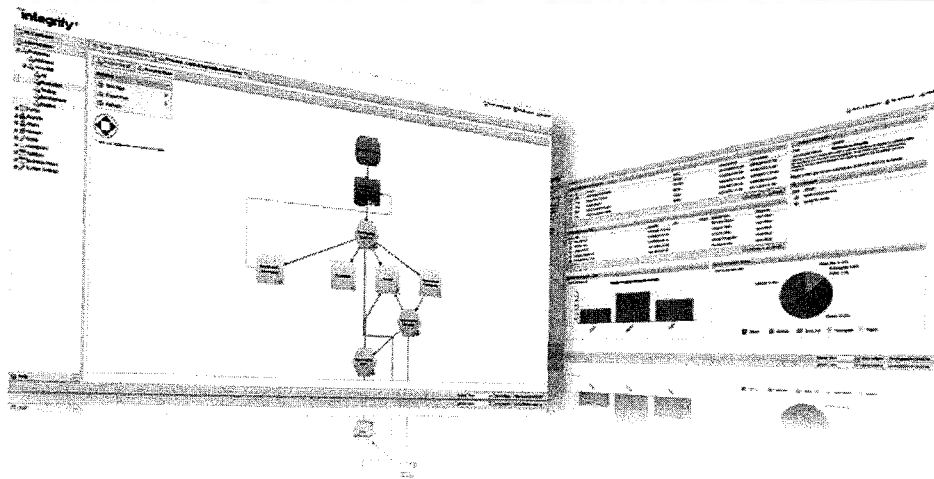
- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction

- 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.
-



Integriify 5.0 is a Lean BPM solution that helps organizations reduce cost and improve employee satisfaction by providing process definition, workflow automation and visibility for areas such as Information Technology, Human Resources, Finance, Sales, Marketing and other types of services.

Integriify 5.0 has been shown to reduce direct process and workflow costs by more than 30 percent, cut workflow and process management cycle times in half, and deliver positive ROI in less than 3 months.

What is Lean Business Process Management (BPM)?

Lean BPM means taking a pragmatic approach to implementing a BPM solution to manage your processes. Use department project wins to show success and build credibility, and then leverage these incremental process wins into repeatable success across the enterprise.

Integriify 5.0 is a lean, light but powerful BPM solution with a focus on quick implementation and ease of use. The Web 2.0 interface lets you quickly turn your ideas into a working process. Integriify's simple process development allows you to test, tweak and easily deploy your processes all from your web browser. It's really that simple.

The fastest way to define and deliver process solutions

Integriify 5.0 is the most powerful and easy-to-use Lean BPM system for companies that need to start effectively managing and improving workflow and processes today. Install (OnPremise) in less than an hour. Activate (Cloud) in minutes. Configure and deploy your processes in days, not weeks!

Integriify offers a full set of capabilities for building and deploying process-based applications:

- **Rapid User Adoption.** Simply configured user interfaces provide users an easy-to-use web-based interface for submitting requests, completing tasks and tracking process activity.
- **No Programmers Required.** Intuitive GUI-based process designer and forms creation, easy workflow routing definition and report building without the need for coding.
- **Flexible and Robust.** A service oriented architecture (SOA) built around REST web services and AJAX technology, Integriify 5.0 will open up programmatic access for custom applications while providing a widget export feature to place Integriify Widgets in any web or intranet page.

Integriify's solution provides a critical business productivity layer – automating laborious processes that require human intervention. Unlike other enterprise systems, Integriify is specifically designed to handle these human-to-human and human-to-system processes. It optimizes both people and process and requires minimal IT resources while encouraging constant improvement by process owners. Integriify enables an agile and flexible organization to realign processes with changing business strategy and structure.

Integriify's Lean BPM solution appeals to organizations of all sizes and can be applied to improve productivity and reduce cost.

Integrify is a secure, scalable Lean Business Process Management (BPM) system built on industry-leading technology that's time and real-world tested by more than 300,000 users.

Process Administration

Integrify 5.0 includes tools and features to make your core tasks more manageable than ever before, so you can spend more time solving your business issues and less time implementing your solutions.

The Administrator Interface provides a graphical environment that allows business owners to design processes and forms with little to zero programming experience, and provides them with reporting tools for control and performance measurement.

Even complex workflows are easy to create with Integrify. Build unique processes for single, group, and/or multi-tiered tasks, either parallel or sequential. Integrify will handle as many, or as few, steps as you need. Automatically route your process flow based on the data your users provide - with no scripting required. The intuitive, visual interface for conditional routing allows you to build process routing faster than ever before.

Integrify is robust. By leveraging Integrify 5.0's widget architecture, you can integrate your process tasks into your existing dashboard or portal. Built using a service oriented architecture (SOA), REST web services and AJAX technology, Integrify 5.0 will export Integrify Widgets that can easily be placed onto any web or intranet page.

User Portal

Integrify 5.0 features a user interface designed to make process and workflow management and execution not just easier than ever before, but also more portable, making your processes available when and where you need them most.

Anyone who can use a browser will be successful with Integrify 5.0. The End User Interface is a personalized process portal for submitting, processing and real-time tracking of requests. End users can check the status of their processes anytime using a graphical process flow. These flow diagrams will vividly show which tasks are completed, pending or in progress.

Easy navigation and icons put the process management information that users need at their fingertips including an intuitive tabbed interface, user defined views into open tasks and requests, search capabilities, task delegations and user-defined dashboard reports for analyzing processes.

Integrify is flexible. With the Integrify 5.0 widgets, users can also start and review processes, complete tasks and generate reports outside of the Integrify portal, providing users the ability to interact with processes the way you want them to.

System Requirements (Integrify BPM OnPremise)

Integrify Web Server
Shared or dedicated Windows 2003 or 2008 running IIS 6.0
Microsoft .NET Framework 3.5

Database Support
Oracle 10g or later
SQL Server 2005 or 2008

User and Administrative Interfaces
Internet Explorer 6.0 or higher
Firefox 3.0.6 or higher
Safari 3.2.1 or higher

About Integrify, Inc.

Integrify® is based in Chicago, Illinois. Integrify is a premier software provider of next-generation Lean Business Process Management (BPM) software for managing internal controls, request and authorization processes and corporate compliance initiatives. The company, which focuses on improving corporate productivity with web-based software and superior service, has created software that enables enterprises to comply with corporate governance, legislation and realize cost savings by optimizing business processes.



20 N Wacker Dr. #1828, Chicago, IL 60606 Ph: (888) 536-9629; Fax: (312) 345-9119 www.integrify.com info@integrify.com
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CERTIFICATE OF LIABILITY INSURANCE

OP ID: WR

DATE (MM/DD/YYYY)

02/07/13

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).

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|---|---|---|-------------------------------|
| PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville, IL 60540-9100 Rick Kerley | 630-355-2077 | CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: INTEGRI | |
| | | INSURER(S) AFFORDING COVERAGE | |
| INSURED Integrify Inc. 20 N. Wacker Dr. Ste 2817 Chicago, IL 60606 | INSURER A: TRAVELERS INSURANCE | | NAIC # 38130 |
| | INSURER B: CONTINENTAL CASUALTY CO | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | 16803382P768 | 01/03/13 | 01/03/14 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | |
| A | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | 16803382P768 | 01/03/13 | 01/03/14 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | PROF LIABILITY | | 425438727 | 11/17/11 | 11/17/13 | 1000000/ 3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ADDITIONAL INSURED FOR GENERAL LIABILITY: OAKLAND UNIFIED SCHOOL DISTRICT.

| | | |
|---|----------------|---|
| CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT 314 E 10TH STREET OAKLAND, CA 94606 | OAKLAND | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| 005D ATTN Contracts Admin 900 High St OAK | | AUTHORIZED REPRESENTATIVE <i>Richard W. Kerley</i> |

ACORD 25 (2009/09)

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94601

INTEGRIFY

DUNS: 041729778 CAGE Code: 4DR51

Status: Active

20 N WACKER DR STE 1828

CHICAGO, IL, 60606-3101 ,

UNITED STATES

Entity Overview

Entity Information

DUNS: 041729778

Name: INTEGRIFY

Business Type: Business or Organization

POC Name: None Specified

Registration Status: Active

Expiration Date:04/11/2013

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.610.20130129-1039

WWW3

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



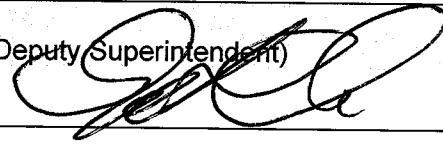


OUSD Consultant Billing Rate Guideline Waiver Request

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>INTEGRIFY, INC</u> |
| Contract Originator Name | <u>GEE KIN CHOU</u> |
| Site or Department | <u>986/TECHNOLOGY SERVICES</u> |
| Requisition Number | <u>R0312173</u> |
| Reason for requested waiver: | |
| <input checked="" type="checkbox"/> Specialized skills set justifies higher hourly rate, see resume or statement of qualifications attached | |
| <input type="checkbox"/> Short-term contract requires a higher hourly rate. Contract is less than one month in duration. | |
| <input type="checkbox"/> Other, please explain: | |

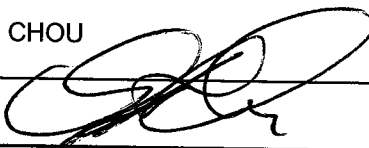
| | | | |
|---|--|------|----------------|
| Approval Cabinet Level approval required (Deputy Superintendent) |  | Date | <u>2/6/13.</u> |
| Regional or Executive Officer | _____ | Date | _____ |
| Cabinet Level | _____ | Date | _____ |

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 | INTEGRIFY, INC | | |
| Originator Name | GEE KIN CHOU | Site or Department | 986/TECHNOLOGY SERVICES |
| Which sites or locations will the contractor be working at? | NONE. INTEGRIFY WILL WORKING REMOTELY. | | |
| TB Clearance Requirement | | | |
| <i>Proof of negative TB status is required for all consultants who will be working with OUSD students or 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 | GEE KIN CHOU | Title ITO |
| OUSD Representative's Signature |  | Date 2/6/13 |

| | |
|--|-------|
| Approval Cabinet Level approval required (Deputy Superintendent/Superintendent) | |
| Approver Name | Title |
| Approver Signature | Date |
| Reason for Approval: | |

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

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

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

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

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.epls.gov/epls/search.do>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- 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) janice.chinn@ousd.k12.ca.us

Contractor Information

| | | | |
|--------------------|---|---|------------------------|
| Contractor Name | INTEGRIFY, INC | Agency's Contact | DAVID WILLSEY |
| OUSD Vendor ID # | V06008 | Title | VP SALES |
| Street Address | 20 N WACKER DR. #1828 | City | CHICAGO |
| Telephone | (888) 536-9629 | State | IL |
| | | Zip | 60606 |
| | | Email (required) | dwillsey@integrify.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 | 02/18/2013 | Date work will end | 06/30/2013 | Other Expenses | \$ |
| Pay Rate Per Hour (required) | \$ 175.00 | Number of Hours (required) | 90.00 | | |

Budget Information

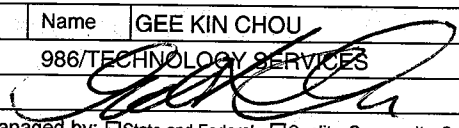
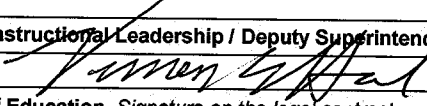
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

| Resource # | Resource Name | Org Key | Object Code | Amount |
|-----------------------------------|-----------------|------------------------------|-------------|--------------|
| 0000 | UNRESTRICT | 9861110799 | 5825 | \$ 15,750.00 |
| | General Purpose | | 5825 | \$ |
| | | | 5825 | \$ |
| Requisition No. (required) | R0312173 | Total Contract Amount | | \$ 15,750.00 |

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 | GEE KIN CHOU | Phone | (510) 879-8872 |
| | Site / Department | 986/TECHNOLOGY SERVICES | | Fax | (510) 879-8872 |
| | Signature |  | | Date Approved | 2/16/13 |
| 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 | | | |
| 4. | Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations | Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000 | | | |
| | Signature |  | | Date Approved | 2/14/13 |
| 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 | | P1306231 | |



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