

Board Office Use: Legislative File Info.	
File ID Number:	14-1081
Introduction Date:	06/25/2014
Enactment Number:	
Enactment Date:	



Memo

To: Board of Education

From: GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

Board Meeting Date: 06/25/2014

Subject: Professional Service Contract

Contractor: FolgerGraphics, Inc. of Hayward, CA

Services for: 922-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIPS

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and FolgerGraphics, Inc., Hayward, CA, for the latter to provide: FolgerGraphics will produce Back to School Banners for each site in OUSD, per the list supplied by Student Assignment. Banners will be printed, sorted and delivered to each site. for the period of 04/25/2014 through 06/30/2014 in an amount not to exceed \$9,900.00.

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

Back to School is a program that OUSD uses to increase 1st day attendance at school sites and aid in the timely registration and count of our students.

Discussion:
(QUANTIFY what is being purchased.)

FolgerGraphics will produce Back to School Banners for each site in OUSD, per the list supplied by Student Assignment. Banners will be printed, sorted and delivered to each site.

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Fiscal Impact: Funding resources below not to exceed \$9,900.00

\$1,000.00 General Purpose-Unrestricted

\$8,900.00 Tier3-AdultEd Apportionment

Attachments: Professional Services Contract including Scope of Work
Waiver Summary
Resume / Statement of Qualifications
EPLS Search Results Page
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

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

- Services:** 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 04/25/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed nine thousand nine hundred and zero Dollars (\$9,900.00) [per fiscal year], at an hourly billing rate not to exceed _____ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements.

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

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

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.
- 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.
- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: YUSEF CARRILLO
Site /Dept.: 922-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIP
Address: 746 Grand Ave
Oakland, CA 94610
Phone: 510-273-1600

CONTRACTOR:

Name: Bill Briggs
Title: Program Manager
Address: 21093 Forbes Avenue
Hayward, CA 94545
Phone: 510-329-0983

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.

8. **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.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California 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.

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). 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.

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. 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.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/eplis/search.do)
25. 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.
26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
27. 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.
28. 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.
29. 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.
30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent 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.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS 05/16/2014
[] President, Board of Education Date
[X] Superintendent or Designee

Secretary, Board of Education Date

CONTRACTOR

Bill Briggs 05/20/2014
Contractor eSignature Date

Bill Briggs, Program Manager
Print Name, Title

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.

FolgerGraphics will print Banners (10x2) for all OUSD sites.
Banners will be shipped to each site.

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

- | | |
|---|---|
| <input type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

4. Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):

Please select:

Action Item included in Board Approved CSSSP: (no additional documentation required)

– Item Number(s): Not Applicable
No Restricted Funds

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

1. Relevant page of CSSSP 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 CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.

ContractsOnline: Contract Waiver Summary

Site Number-Name: 922-FAMILY, SCHOOL AND COMMUNI

Principal / Department Head: YUSEF CARRILLO

Contractor Name: Bill Briggs

Business Name: FolgerGraphics, Inc.

Contract Type: Standard

Anticipated Start Date: 04/25/2014

Contract End Date: 06/30/2014

Rate Type: FLAT

Contract Amount: \$9,900.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: WAIVED

Waiver-Reduction Type: WAIVED

Other Reduction Amount:

Approval Date: 04/28/2014

Approved by Deputy Superintendent

Billing Waiver Status: Approved

Approval Date: 05/05/2014

Fingerprint Waiver Status: Approved

Approval Date: 05/05/2014

TB Test Waiver Status: Approved

Approval Date: 05/05/2014



PRE-PRESS • PRINTING • PUBLICATIONS • BINDERY • MAILING

Summary Response

FolgerGraphics has a variety of printing, prepress, bindery and mailing services all in-house, which makes projects go much smoother for our customers because it is all under one roof.

Prepress: We have the latest Mac and PC software to process and convert files, as necessary, to high res PDF files. We can often go into supplied PDF files and make changes that are requested by the customer without having them make the changes themselves or have to track down their designer to do it. We can also design jobs from scratch too if it is needed. We are a direct to plate operation so there is no film being used to produce what you may be wanting. Files can be sent to the prepress department via email or FTP at any time and you will be given your very own FTP folder with a user name and password.

Printing Presses: FolgerGraphics has digital, sheet-fed and open web presses to help produce what you might be need. For short-run jobs we have the four color Xerox 5000AP digital machines that can feed a sheet size of 13.5 x 19.5 with a thickness of up to 12 pt. Sheet-fed presses include a six color Heidelberg 40" press as well as a five color 29" press. We have smaller sheet-fed presses too, but the larger ones would likely be used for your jobs. Lastly we have three web press lines that are 36" wide and range from four units to 16 units. Quite a few recreation guides and catalogs get printed using these presses.

Bindery and Mailing Services: FolgerGraphics is setup with stitching, drilling, cutting, folding, spiral binding, and ink-jet mailing services all in-house. We have a great staff to produce quality work and to help you save money at the US Post Office as well. We always stay up to date on the latest postal rules and rates so that our customers can stay informed and benefit from our expertise as much as possible.

2339 Davis Avenue • Hayward, CA 94545-1111 • Phone (510) 887-5656 • Fax (510) 887-5831

<http://www.folgergraphics.com> • e-mail: print@folgergraphics.com





PRE-PRESS • PRINTING • PUBLICATIONS • BINDERY • MAILING

Once an order is submitted it will be processed into a job and FolgerGraphics will coordinate any pickups or deliveries that are needed to meet the deadlines that the requesting party may need. We are very good at setting and meeting deadlines for our customers. Most files are supplied to us as high res PDF files ready for processing, but we can work with native files too in a wide range of graphic programs. The file resolution should be 300 DPI or as close to that as possible when submitting files. All jobs are pre-flighted in each phase of the project, which is why our success rate is so high.

Most of the papers that we use here are recycled papers and a lot of the inks used are soy based inks as well, which is good for the environment. Being a direct to plate operation saves on chemistry, film and other materials that we can now do without. So by using less we have become more environmentally friendly too. FolgerGraphics has earned the title as a green business and a green printer too. The company continues to strive to act in a responsible manner to the environment and to recycle as much as possible.

Sincerely,

Bill Briggs

A handwritten signature in blue ink, appearing to read "Bill Briggs", is written over the typed name.

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<http://www.folgergraphics.com> • e-mail: print@folgergraphics.com





Eight Print Project Managers to serve you.



EQUIPMENT LIST



PrePress

- G7 Master Printer Color Certification
- 5 PowerMac Workstations
- 3 PC Workstations
- InDesign, Quark, Publisher, Photoshop, Illustrator, and Acrobat software platforms
- High resolution scanning
- Prinect MetaDimension 105 eight-up computer to plate processing
- Prinect SignaStation with complete imposition and trapping
- Prinect Color Toolbox
- Metaproofing
- Epson Stylus Pro 9880 Inkjet high res 720 dpi proofer
- HP DesignJet 4020 two-sided proofer
- FTP Site for file transfer

Digital

- Xerox DocuColor 240 with Fiery color and folder/bookletmaker
- Xerox DocuColor 5000AP printer with Fiery color
- Xerox DocuColor 5000C printer with Fiery color

Web Offset Presses

- 23x35 Newsking IV, (16 units) with three color towers and splicers. Prints 48 magazine pages in full color plus 32 pages in black and one color. 80 pages total.
- 23x35 Color King with one color tower (10 units)
- 23x35 Color King with digest folder and sheeter (4 units)

Sheetfed Presses

- 26x40 Heidelberg Speedmaster CD 102 six colors with aqueous coater
- 23x29 Heidelberg Speedmaster CD 74, five colors with aqueous coater and infrared dryer and CPC 2000
- 13x17 Ryobi 3302 two color press
- 13x17 Ryobi 3200 one-color press
- 10x15 Chief one color press

Post Press Finishing

- SaddleBinders, two lines, 6 and 4 pocket Muller Bravo T with cover feeder and 3-knife book trimmer
- 31x50 Stahl B24 folder
- 20x26 Baum Folder, right angle and roto-creaser
- 30" and 45" Polar cutter
- Challenge 5-hole paper drill
- Plastic coil binding
- Wire-O binding
- Tech UV coater 24 inch
- Automated Shrink Wrapping
- 4 Pocket Kansa 480 Inserter
- Fold & Stitch Booklet Maker
- Duplo Perfect Binder

Mailing

- Videojet PrintMail System with infrared dryer and tabber
- Pitney Bowes DI900 series 6 packet mail inserter
- Tabbng, sorting and bundling equipment
- Mail list management software for postal forms and U.S. Mail processing programs
- Intelligent Barcode Mailing, mail management software and U.S. Mail processing programs
- International Bulk Mailing capabilities

Fulfillment

- Collating and envelope insertion
- Storage and retrieval facilities
- Order fulfillment and tracking

Delivery Fleet

- Courier van
- Cargo van
- Half-ton cargo van
- Delivery truck, 25,000 lb. GVWR

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Hayward, California 94545-1115
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www.folgergraphics.com

