

Board Office Use: Legislative File Info.	
File ID Number	16-2539
Introduction Date	12-14-16
Enactment Number	16-1926
Enactment Date	12-14-16



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent
Tara Gard, Interim Deputy Chief Talent Officer

Board Meeting Date 12-14-16

Subject **Service Order – Zendesk – Talent Division 944**

Action Requested Ratification by the Board of Education of a yearly Service Order between the District and Zendesk, located in San Francisco, CA for the latter to provide subscription services to implement the Zendesk Talent Division Call Center for the period of November 4, 2016, through June 30, 2017.

Background
A one paragraph explanation of the the MOU. This Agreement is for services needed to make the Talent Division’s customer service process more effective by providing a high level call center platform.

Discussion
One paragraph summary of the MOU. Zendesk to provide the interface for a Talent Division’s Call Center; their services include:

- Enterprise Subscription Service
- Talk Advanced Service
- Chat Advanced Service

Recommendation Ratification by the Board of Education of a yearly Service Order between the District and Zendesk, located in San Francisco, CA for the latter to provide subscription services to implement the Zendesk Talent Division Call Center for the period of November 4, 2016, through June 30, 2017.

Fiscal Impact Funding resource General Purpose not to exceed \$19,007.31

Attachments

- Service Order



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.**

Legislative File ID No. 16-2539

Department: Talent Division 944

Vendor Name: Zendesk

Contract Term: Start Date: 11/4/2016 End Date: 06/30/2017

Annual Cost: \$ 19,007.31

Approved by: Tara Gard

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

We reviewed a number of different companies and determined that this company was the best fit for our need.

Summarize the services this Vendor will be providing.

Subscription Services to implement the Zendesk Talent Division Call Center to make customer service more effective and to empower the OUSD employee user community to access the division's Human Resources in all of its functions.
*Enterprise Subscription Service
*Talk Advanced Service
*Chat Advanced Service

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

We reviewed charges for similar services and determined that the requested price for the services provided was appropriate.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



1019 Market Street
San Francisco, CA 94103

SERVICE ORDER FORM

SUBSCRIBER INFORMATION

Sold To:		Bill To:	
Subscriber Legal Name:	OUSD - Talent Division	Accounts Payable Contact:	Tara Gard
Address:	1000 Broadway Ste 295 Oakland, California 94607 United States	Address:	1000 Broadway Ste 295 Oakland, California 94607 United States
Subdomain:	ousdhr	Email:	tara.gard@ousd.org
Zendesk ID:	307549	Phone:	5108798852
Zopim Chat ID:	742979		

SUBSCRIPTION DETAILS

Currency: USD	Payment Frequency: Annually	Service Start Date: November 4, 2016
	Payment Terms: Net 30	Service End Date: June 30, 2017
	Payment Method: Check	Subscription Term: 8

ORDER DETAILS

PRODUCT	PRICE	QTY	TOTAL
Enterprise Quarterly Service	90.00	32.00	7,575.65
Tal kAdvanced Quarterly	79.56	32.00	6,696.88
Chat Advanced Quarterly	56.25	32.00	4,734.78
Grand Total:			19,007.31

per year

SPECIAL TERMS AND NOTES

The Zendesk product detailed above is for the Zendesk Legacy Enterprise Subscription Plan with the features and functionality described on <https://www.zendesk.com/company/customers-partners/#master-subscription-agreement> and the Privacy Policy found at: <https://www.zendesk.com/company/customers-partners/#privacy-policy> (collectively, the "Agreement").

TERMS AND CONDITIONS

The products and services provided by Zendesk under this Service Order Form ("Order Form") are governed by and subject to the Master Subscription Agreement found at: <https://www.zendesk.com/company/customers-partners/#master-subscription-agreement> and the Privacy Policy found at: <https://www.zendesk.com/company/customers-partners/#privacy-policy> (collectively, the "Agreement").

The Agreement exclusively govern the relationship and agreement between Zendesk and Subscriber related to the Services (as defined in the Agreement) and Consulting Services (as defined in the Agreement); and, supersedes any other agreement/purported terms of any type, including, without limitation, the terms of any purchase order or other ordering document that may be referenced herein or otherwise issued by Subscriber. No purported modification of the Agreement by Subscriber or any terms or conditions of any purchase order or other similar document shall have any force or effect regardless of any statement to the contrary in such modification, purchase order or other document. This Order Form shall be subject to, and Subscriber hereby unconditionally accepts, the Agreement, except to the extent the Agreement is expressly modified herein. Upon Subscriber executing this Order Form, the Agreement shall become legally binding between the parties.

The Subscription Term for any Agents added by Subscriber after the beginning of the then-current Subscription Term ("Additional Agents") shall be coterminous with the then-current Subscription Term for the existing Agents. Subscription Charges for Additional Agents shall be at the Subscriber's Subscription Charges under the then-current Subscription Term, unless otherwise expressly agreed by the parties in writing. Any discount provided to Subscriber is applicable only to the initial Subscription Term detailed in this Service Order, unless otherwise expressly agreed by the parties in writing, and will not be applied to any subsequent Subscription Term.

Payments made by credit card or debit card are billed and processed by Zendesk, Inc. if denominated in U.S. dollars and by Zendesk International Ltd (Registration No. 559284) if denominated in a currency other than the U.S. dollar. To the extent that any such entity billing or processing this transaction (the "Zendesk Payment Agent") is not Zendesk, Inc., the Billing Entity is acting solely as a billing and processing agent for and on behalf of Zendesk, Inc. for the economic benefit of Zendesk, Inc. in its role as principal and the Zendesk Payment Agent has no interest in the payments. You are contracting with and the Services and Consulting Services are provided and delivered by Zendesk, Inc.

PURCHASE ORDER OPTIONS

My organization requests you reference a Purchase Order (PO#)

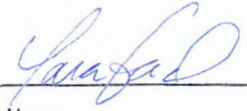
Subscriber acknowledges and agrees that any reference to a purchase order in this Form or any associated invoice is solely for Subscriber's convenience in record keeping, and no such reference or any delivery of Services to Subscriber following receipt of any purchase order shall be deemed an acknowledgement of or agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement the Agreement. The terms and conditions of the Agreement are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions shall be binding upon Zendesk or otherwise have any force or effect.

SIGNATURES

By signing this Form the Subscriber authorizes that it has read it and agrees to its terms.

Subscriber Signature:

Title:



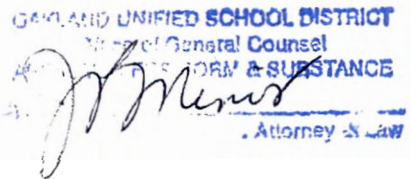
Interim Deputy Chief Talent Officer

Print Name:

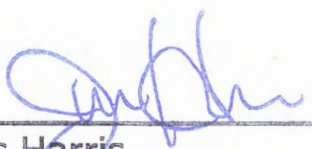
Date:

Tara Gard

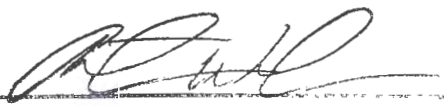
11/16/16



OKLAHOMA UNIFIED SCHOOL DISTRICT
Office of General Counsel
ATTORNEY AT LAW
FORM & SUBSTANCE



James Harris
President, Board of Education



Antwan Wilson
Secretary, Board of Education

File ID Number: 16-2539
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By: