



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

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Enactment Number	14-1970
Enactment Date	12-10-14 <i>AK</i>

Memo

To Board of Education

From Antwan Wilson, Superintendent *MST*
Mia Settles-Tidwell, Chief Operations Officer
John Krull, IT Officer, Technology Services

Board Meeting Date December 10, 2014

Subject Approval by the Board of Education of Contract with Sungard K-12 Education BusinessPLUS ("iFAS") to Upgrade Software from version 7.7 to 7.9 and Provide Related Professional Services for a sum not to exceed \$424,328.00

Action Requested Approval by the Board of Education of Contract with Sungard K-12 Education BusinessPLUS ("iFAS") to Upgrade Software from version 7.7 to 7.9 and Provide Related Professional Services for a sum not to exceed \$424,328.00

Background The Oakland Unified School District, on August 28, 2001, entered into the Application Support Provider (ASP) Addendum designating SunGard Bi Tech LLC to be the "Application Services Provider" providing software to the Oakland Unified School District remotely. Since then the software has only been updated once. The current version, 7.7, is over six years old and requires an upgrade to 7.9 to remain eligible for support.

Discussion The upgrade of BusinessPLUS is not only required to keep support from Sungard, it is required to fully implement Workday, the human capital management system that was recently purchased. Along with the upgrade, the data center Sungard uses will move to Bethlehem, PA to provide better support. The software will provide a better, more stable platform for financial management. It will also bring new features to budget planning, procurement, asset management, and other areas that will eliminate need for some current customization and third party applications.



Recommendation	Approval by the Board of Education of Contract with Sungard K-12 Education BusinessPLUS (“iFAS”) to Upgrade Software from version 7.7 to 7.9 and Provide Related Professional Services for a sum not to exceed \$424,328.00
Fiscal Impact	\$424,328.00
Attachments	Oakland 7.9 Upgrade Addendum

CONTRACT NO. 2268

SunGard Public Sector Inc.

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

ADDENDUM

Client:

Oakland Unified School District
1011 Union Street
Oakland, CA 94607
Telephone: 510-879-8873
Fax:
Attn: John Krull

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 TO ORDER FORM

EXHIBIT A: PAYMENT SUMMARY AND SCHEDULE

EXHIBIT B: LICENSED SOFTWARE AND SERVICES

1. Software (Perpetual License)
 - i. BusinessPLUS
2. Professional Services
 - i. BusinessPLUS
3. Managed Services
 - i. Application Hosting
4. Hardware Components
5. Pricing Notes

EXHIBIT C: PAY AGENT SUPPLEMENT

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.

Delivery Date is the date on which SunGard K-12 Education first ships the Component System to the Delivery Address F.O.B. SunGard K-12 Education's place of shipment.

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: John Krull
PRINT NAME: John Krull
PRINT TITLE: IT officer
DATE SIGNED: Nov. 10, 2014

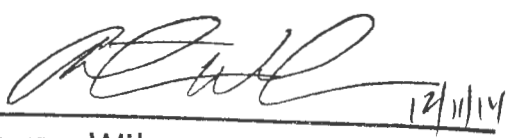
SunGard Public Sector Inc.

BY: David D. Madea
PRINT NAME: David D. Madea
PRINT TITLE: Vice President, Finance
DATE SIGNED: October 28, 2014

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: Maria Hernandez
Maria Hernandez Attorney at Law
Assistant General Counsel



12/11/14
David Kakishiba
President, Board of Education



12/11/14
Antwan Wilson
Secretary, Board of Education

EXHIBIT A: PAYMENT SCHEDULE

LICENSED SOFTWARE AND SERVICES

1	Software (Perpetual License) (refer to Exhibit B for detail) BusinessPLUS 100% due upon Software Delivery	\$95,137 \$95,137
2	Professional Services (refer to Exhibit B for detail) Fixed Fee Services 100% due upon Execution Date Other Services Due monthly as incurred	\$285,791 \$4,350 \$281,441
3	Managed Services (refer to Exhibit B for detail) Fee billed monthly	\$12,000 \$1,000
4	Hardware Components (refer to Exhibit B for detail) Including Installation and Integration 100% due upon Execution Date	\$31,400
TOTAL SOFTWARE AND SERVICES ⁽¹⁾:		\$424,328

¹ Travel and living expenses are not included in this Professional Services cost.

YEAR 2 MAINTENANCE ⁽¹⁾

1	Perpetual Software Maintenance	\$16,511
TOTAL YEAR 2 MAINTENANCE:		\$16,511

¹ Maintenance after the first Contract Year is optional, and will renew on a Contract Year-to Contract Year basis, unless Client elects not to renew Maintenance for the upcoming Contract Year by notifying the other party in writing of non-renewal at least sixty (60) days prior to the expiration of the then-current Contract Year. Either party has the option to elect not to renew Maintenance after the second Contract Year by notifying the other party in writing of non-renewal at least sixty (60) days prior to the expiration of the then-current Contract Year. Maintenance fees for each subsequent Contract Year are payable within one year commencing with the month this Agreement is signed based on the Order Form to which these Exhibits are attached. Maintenance fees for the third Contract Year and for each subsequent Contract Year are subject to annual escalation and will be specified by SunGard K-12 Education in an annual invoice provided to Client at least ninety (90) days prior to the expiration of the then-current Contract Year.

EXHIBIT B: LICENSED SOFTWARE AND SERVICES

1. SOFTWARE (Perpetual License)

BusinessPLUS		Software	
(1)	Applications	License Fee	2nd Year Maintenance
Financial Applications			
	Job/Project Ledger	18,029	3,129
(6)	PunchOut	18,029	3,129
	Stores Inventory (Warehouse)	18,029	3,129
	Grants Management	18,029	3,129
Tools			
(16)	Webform Productivity Pack	23,021	3,995
Subtotal Proposed Applications:		\$95,137	\$16,511

BusinessPLUS Footnotes:

- 1 First year maintenance and support included at no additional cost.
- 6 PunchOut currently interfaces with several vendors: School Specialty, Staples, Grainger, Office Max, Office Depot, Dell, School Health Corporation and KCDA. If you are working with a vendor that has not been verified by SunGard K-12 Education or you have a unique interpretation of cXML, plan on 4-8 hours of development for each vendor which will be charged at our then current rate.
- 16 The Webform Productivity Pack consists of webforms for: Budget Transfer, Direct Reimbursement, Personal Time Off, Travel Advance, Travel Reimbursement, and Vendor Request.

2. PROFESSIONAL SERVICES

BusinessPLUS		Professional Services		
(1)	OnTrack Consulting and Training	Consulting Days	Training Days	Price
Financial Applications				
	Job/Project Ledger	0.75	1.50	2,880
	PunchOut	1.50	0.50	2,554
	Stores Inventory (Warehouse)	2.25	3.75	7,680
	Grants Management	6.00	1.50	9,600
	Webform Productivity Pack	-	1.50	1,920
Subtotal Proposed Services:		10.50	8.75	\$24,634

Value Added Services	Days	Price	2nd Year Maintenance
Remote Project Manager	Fixed Fee	4,350	N/A
Task/Configuration Days*	3.00	4,500	N/A
7.9 Implementation Services	Details Below	252,307	N/A
Subtotal Proposed Services:	3.00	\$261,157	-

* Task/Configuration days represent programmatic development work necessary to the implementation, for example, web page customization and configuration.

TOTAL BusinessPLUS Proposed Services:	\$285,791
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3. MANAGED SERVICES

Application Hosting	Managed Services	
Applications	Initial Fee	Monthly Fee
BusinessPLUS (2 ASP Test Environments @\$500 ea)	-	1,000
TOTAL Proposed Services:	\$0	\$1,000

Application Hosting shall continue for one (1) year from the Execution Date ("Term"). Thereafter, Application Hosting may be optionally renewed by Client on a month-to-month basis. At any time during the aforementioned Term, Client may optionally choose to take delivery of the Software as listed in Exhibit B for operation and usage of the Software at Client's location. Should Client choose this option, no penalties or cancellation charges shall apply with respect to this Order Form.

4. HARDWARE COMPONENTS

Hardware Components			
Specialty Items	Quantity/ User Count	License Fee	2nd Year Maintenance
BusinessPLUS			
(1) BMI Barcoding w/RFID: AssetTrak Kit	Unlimited	8,030	495
(4) MC390Z AssetTrak ARS Mobile Scanning Device	6 @ 3895	23,370	-
TOTAL Proposed Specialty Hardware Components:		\$31,400	\$495

Specialty Items Footnotes

- 1 The products listed in this section are pay agents.
- 4 For Fixed Asset barcode and RFID scanning, The AssetTrak PPC Starter Kit is available from BMI Systems Group. The price includes Software from BMI, SunGard Interface & installation, one Portable Data Terminal with an integrated laser scanner and RFID reader and accessories running Windows Mobile. Up to (4) hours of BMI remote installation and training via the Internet (GoToMeeting) is included. A one year unlimited phone support contract with maintenance releases for the software is also included. Additional scanners may be purchased for \$3895 each, asset tags may be ordered through BMI. On-site AssetTrak PPC installation and training from BMI is available and costs an additional \$2,950 plus air fare. On-site training is up to 15 days. Year 2 maintenance price is included for budgeting purposes but will be invoiced by BMI.

5. 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 Rate: 1,280 per day.
 - Data Conversion (BusinessPLUS): 1,280 per day, Data Conversion (eSchocPLUS, IEPPLUS, eFinancePLUS) Rate: 1,500 per day.
 - Custom Programming Rate: 1,500 per day.
 - Project Management / Business Process Review / Schools Interoperability Framework (SIF) Rate: 1,600 per day.

EXHIBIT B
7.9 Implementation - Oakland Unified School District

Task Description	Hours	Rate	Total
7.9 Implementation			
Training/Consulting on Current Modules & New Functionality			
7.9 Security Training and Consulting - 4 DLs	10.68	\$160.00	\$1,708.80
7i Navigation Overview (HR/PY Staff) - 1 DL	2.67	\$160.00	\$427.20
Dashboard Training - 1 DL	2.67	\$160.00	\$427.20
General Ledger/RJE's/Budget - 4 DLs	10.68	\$160.00	\$1,708.80
Purchasing and Person Entity - 1 DL	2.67	\$160.00	\$427.20
Accounts Payable & Bank Reconciliation - 2 DLs	5.34	\$160.00	\$854.40
Accounts Receivable & Cash Receipts - 2 DLs	5.34	\$160.00	\$854.40
Fixed Assets - 11 DLs	29.37	\$160.00	\$4,699.20
Fixed Assets - FAUTZZ Conversion Utility	8	\$187.50	\$1,500.00
HR Orientation - 5 DLs	13.35	\$160.00	\$2,136.00
Payroll Analysis - 1 DL	2.67	\$160.00	\$427.20
Payroll Orientation - 1 DL	2.67	\$160.00	\$427.20
*Payroll Set-up (Remote; Consultant Only) - Initial, mock and final	18	\$160.00	\$2,880.00
*Payroll Contracts - 6 DLs	16.02	\$160.00	\$2,563.20
*Parallel Payroll support - 5 DLs	13.35	\$160.00	\$2,136.00
SubTracker configuration - 8 DLs	21.36	\$160.00	\$3,417.60
Employee Online - 2 DLs	5.34	\$160.00	\$854.40
CDD/Workflow Analysis	16	\$160.00	\$2,560.00
*TimeCard Online - 6 DLs	16.02	\$160.00	\$2,563.20
*TimeCard Online Workflow - 6 DLs	16.02	\$160.00	\$2,563.20
Position Budgeting Review - 2 DLs	5.34	\$160.00	\$854.40
Development FixAll Retrofitting - *Estimated	60	\$187.50	\$11,250.00
Development Discovery Call (interfaces, check writers, EO, bank files, SubTracker)	8	\$187.50	\$1,500.00
Custom Development Retrofitting	80	\$187.50	\$15,000.00

Business Process Reviews and Reengineering			
*Post-BPR Training and Consulting Services (estimate to be used as	120	\$160.00	\$19,200.00
*Post-BPR CDD/Workflow Development (estimate to be used as needed after BPR)	80	\$160.00	\$12,800.00
Go Live Support			
HR/PY Go Live - 4 DLs	10.68	\$160.00	\$1,708.80
Core Financial Go Live - 4 DLs	10.68	\$160.00	\$1,708.80
Workday Human Resources Integration			
*Development Programming	100	\$187.50	\$18,750.00
			SubTotal: \$117,907.20
Onsite & Remote Project Management			
6 months onsite (2 weeks per month; 80 hours per month)	480	\$200.00	\$96,000.00
6 months remote (8 hours per week)	192	\$200.00	\$38,400.00
			Total: \$252,307.20

NOTES

1. The hours listed above are estimated based on SunGard's experience working on other 7.9 implementations.
2. *Notes phase 2 implementation (after 7.9 go-live).
3. Workday and BusinessPLUS Human Resource Integration is estimated and further discovery is on-going.

EXHIBIT C: PAY AGENT SUPPLEMENT

1. **Additional Definitions.** "Pay Agency Products" means the products and services of those vendors (in each case, a "Vendor") that are identified in an Exhibit B (the "Pay Agency Products").
2. **Pay Agent Designation.** Client designates SunGard K-12 Education as Client's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard K-12 Education, on behalf of Client, to make payment to each Vendor for Client's procurement of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Client and Vendor, if applicable. Client covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard K-12 Education as Client's pay agent as provided for in this Section 2; and SunGard K-12 Education covenants and agrees that, promptly after receipt of payment from Client, SunGard K-12 Education will make payment to each Vendor for Client's procurement of the Pay Agency Products.
3. **Pay Agency Products Procurement.** SunGard K-12 Education will, as soon as reasonably practicable, obtain for Client, as Client's pay agent, the Pay Agency Products from the Vendor, FOB Vendor's place of business, for use by Client in each instance pursuant to the applicable Vendor Agreement, if any. SunGard K-12 Education will remit payments made to SunGard K-12 Education by Client promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Client. **CLIENT IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD K-12 EDUCATION, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD K-12 EDUCATION IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD K-12 EDUCATION IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT B AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM CLIENT ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD K-12 EDUCATION BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO CLIENT, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN CLIENT ONLY AS OTHERWISE PROVIDED FOR IN ANY VENDOR AGREEMENT.**
4. **Term of Pay Agency.** SunGard K-12 Education's status as Client's pay agent will expire promptly after SunGard K-12 Education remits payment of the Pay Agency Products license fee to Vendor on behalf of Client.
5. **Disclaimer of Warranties.** Client agrees and understands that **SUNGARD K-12 EDUCATION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY SOFTWARE. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CLIENT BY VENDOR. SUNGARD K-12 EDUCATION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
6. **LIMITATIONS OF LIABILITY.**
 - i. **LIMITED LIABILITY OF SUNGARD K-12 EDUCATION.** EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CLIENT TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD K-12 EDUCATION WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. IN NO EVENT WILL SUNGARD K-12 EDUCATION BE LIABLE

FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD K-12 EDUCATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.