

Board Office Use: Legislative File Info.	
File ID Number	15-1462
Introduction Date	8-12-2015
Enactment Number	15-1215
Enactment Date	8/12/15 <i>aw</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT  
*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
By: Vernon Hal, Senior Business Officer *VH*  
*LJS* Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

**Board Meeting Date** August 12, 2015

**Subject** Amendment No. 1, Purchase Order Agreement - Systems & Space, Inc.- Foster Central Commissary (PEC Move) Project

**Action Requested** Approval by the Board of Education of an Amendment No. 1, Purchase Order Agreement with Systems & Space, Inc. for Filing Services on behalf of the District at the Foster Central Commissary (PEC Move) Project, in an amount not-to exceed \$2,000.00, increasing previous contract amount from \$24,901.07 to a not to exceed amount of \$26,901.07.

**Background** After the psych files are converted to a color-coded end tab file system, the converted psych files will be interfiled within the Student Services file section, by placing it after the matching student services file.

**Discussion** The file conversion is needed for the move to the PEC site.

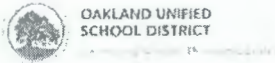
**LBP** (Local Business Participation Percentage) 0.00% (Specialty Service)

**Recommendation** Approval by the Board of Education of an Amendment No. 1, Purchase Order Agreement with Systems & Space, Inc. for Filing Services on behalf of the District at the Foster Central Commissary (PEC Move) Project, in an amount not-to exceed \$2,000.00, increasing previous contract amount from \$24,901.07 to a not to exceed amount of \$26,901.07.

**Fiscal Impact** Measure J

**Attachments**

- Independent Consultant Agreement including scope of work
- Certificate of Insurance
- Consultant Proposal



File ID Number: 15-1462  
Introduction Date: 8/12/15  
Enactment Number: 15-1215  
Enactment Date: 8/12/15  
By: [Signature]

## AMENDMENT NO. 1 TO PURCHASE ORDER

This Amendment is entered into between the Oakland Unified School District (OUSD) and Systems and Space, Inc. OUSD entered into an Agreement with CONTRACTOR for services on February 10, 2015, and the parties agree to amend that Agreement as follows:

1. <b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>		
The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is file conversion, after the psych files are converted to a color-coded, end-tab, file system, the converted psych file will be interfiled within the Student Services file section, by placing it after the matching student services file.</u>		
2. <b>Terms (duration):</b>	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<b>If term is changed:</b> The contract term is extended by an additional _____, and the amended expiration date is _____.		
3. <b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> .
<b>If the compensation is changed:</b> The contract price is amended by		
<input checked="" type="checkbox"/> Increase of \$2,000.00 to original contract amount		
<input type="checkbox"/> Decrease of \$ _____ to original contract amount		
and the new contract total is <b>Twenty-six thousand, nine hundred and one dollars and seven cents (\$26,901.07)</b>		

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

☒ There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]  
James Harris, President,  
Board of Education

[Signature]  
Antwan Wilson, Superintendent  
Secretary, Board of Education

[Signature]  
Lance Jackson, Interim Deputy Chief  
Facilities, Planning and Management

CONTRACTOR

[Signature]  
Contractor Signature

Bradley K. Lieber, President

Print Name, Title

6/12/2015  
Date

8/13/15  
Date

8/13/15  
Date

7/20/15  
Date



## EXHIBIT "A" Scope of Work

Contractor Name: Systems & Space, Inc.

Billing Rate: Two thousand dollars and no cents (\$2,000.00)

1. Description of Services to be Provided

The scope of the project is file conversion, after the psych files are converted to a color-coded, end-tab, file system, the converted psych file will be interfiled within the Student Services file section, by placing it after the matching student services file.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: 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.sam.gov/portal/public/SAM>

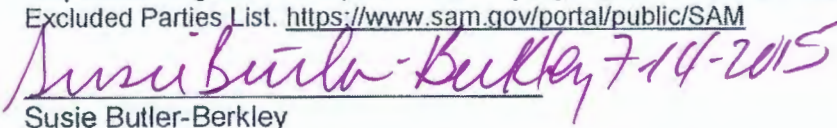
  
Susie Butler-Berkley  
Contract Analyst

Exhibit A



## ***Proposal to Improve Space Management and Storage Capacity***



***We have set the standard in customer care - Because we understand the composition and characteristics that are intrinsic to space management and capacity planning.***

### **Oakland Unified School District**

**January 26, 2015**

**Submitted To:** Colland Jang  
Design Manager  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601

**Submitted By:** Leilani Ruiz  
Systems Planner  
Systems & Space, Inc.  
500 Boulder Court, Suite B  
Pleasanton, CA 94566  
(925) 426-1955

***Partners in Progressive Storage Solutions***





*This proposal will demonstrate to you that selecting SSI as your storage solution partner is the best step you can take.*

#### **Who Is Systems & Space?**

SYSTEMS & SPACE, INC. (SSI) is a premier provider of space, storage and filing solutions for today's business environment. Since 1988 we've been developing complete storage and space management strategies and solutions – for all types of businesses. We are experts at individual systems analysis, systems hardware, engineering and implementation. Our mission is to deliver your project on time, within budget – and trouble free.

#### **Executive Summary**

SYSTEMS & SPACE, INC., is pleased to present this proposal to the space management team at your company. The attached detailed architectural drawings outline your specific requirements and our solution. This proposal is available for acceptance 30 days from the cover date.

#### **Why Systems & Space, Inc.?**

In order to complete this project on time, with high quality results, it is essential to select a company that can work within your timelines, budget and meet your planning requirements, now and for the long term.

**SSI possesses the capability to ensure the success of this project because:**

- SSI understands the scope of your specific planning requirements
- SSI engineering, project management experience and system planning are unparalleled in the industry
- SSI has a longstanding partnership with Spacesaver Corporation

The SSI management team is committed at every level to the success of your project.

#### **Professional Services**

Through a detailed assessment, Systems & Space, Inc.'s Professional Services Management team will analyze your situation and uncover your specific needs. No matter what form your information comes in, SSI will find the right solutions to improve your business process.

#### **Products and Services**

##### **> File Moves**

Whether you are relocating to another building, room or adding a new file storage system, your files will need to be moved. Let our Professional Services team facilitate your files for a swift and painless transfer.

##### **> File Conversions**

The time has come for you to change your filing system to a more efficient, ergonomic system. Our team of Professionals can not only recommend the appropriate system, custom tailored to meet your needs, but will also complete the conversion to guarantee a seamless integration of your files into your new system.

##### **> Folders and Filing Supplies**

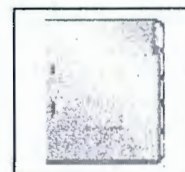
Side-tab, end-tab, magnified, divided, radiology supplies, expansion pockets, it doesn't matter what style of file folder you use, SSI can provide you with the necessary supplies competitively priced and custom tailored to suit your needs.

##### **> On Demand Labeling Systems**

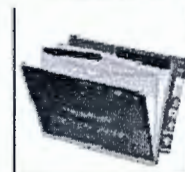
Take the hassle out of piecing together your labels from rolls and rolls of stickers of various colors, letters and numbers, by implementing strip labeling. Create custom designed, color-coded labels from your desktop, for your file folders instantly.

##### **> Records Management Systems and Software**

Eliminate the frustration of misplacing or losing track of files, by implementing an efficient record management system, to help ensure that your files are always where the need to be.



**Indexes**



**Labeling**



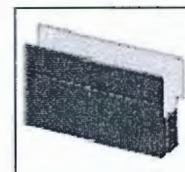
**Folders**



**Fasteners**



**X-Ray**



**Side-Tab  
Folders**

**Systems & Space Inc. guarantees the success of your project!**

  
Partners in Progressive  
Storage Solutions

## Scope & Investment

PROJECT NO.  
14797

### DESCRIPTION

### INVESTMENT

#### File Move-

Professional Services will unload approximate 33,396 LFI of files from existing location, load them onto file carts, shrink-wrap, and transport them to the new location to re-file in existing order into the new Spacesaver System. Project should take approximate 7 business days.

**Total Investment for File Move- \$20,681.07**

#### File Conversion for Pysch Files

Professional Services will convert existing top-tab manila files into side-tab by producing a new 14 Pt Reinforced Side-Tab folder with a color-coded strip applied at the factory based on customer supplied data. The folder will have 2-2" fasteners installed in Position #1 and #3. The existing top-tab folder will be placed in its entirety (Two folders in one) into the new folder to reduce costs. Once the folder has been converted, the file will then be re-loaded into the Spacesaver system. Approximate amount of active files to convert is 2,000. Pricing is subject to change based on actual amount of customer supplied data.

**Price per folder (Materials) - \$0.57**  
**Price per folder (Professional Services)) - \$1.54**  
**Total Price based on 2,000 Records- \$4,220.00**

*The Investment includes all materials and installation only. Tax and freight are pre-pay and add.*

#### Payment Terms

\*30% Deposit with order

\*Balance due upon completion

**X**

Client Approval  
Project #14707

Print Name

Date

Systems Planner: Leilani Ruiz

Project #14707



### Notice:

This proposal contains information that is proprietary to Systems & Space, Inc. and is intended for the use of Oakland Unified School District only. No part of this proposal or the enclosed CAD drawings may be used, reproduced or disclosed to any other party without prior consent of SYSTEMS & SPACE, INC.

### TERMS & CONDITIONS FOR PRODUCTS, SYSTEMS & INSTALLATIONS

1. **GENERAL:** These terms & conditions shall apply to sales from SYSTEMS & SPACE, INC. to BUYER and to any quotation by SYSTEMS & SPACE, INC. for sales. These terms & conditions shall not be superseded by any terms & conditions in BUYER'S order. **If a Contract Agreement will be issued in lieu of, or in addition to execution of this proposal, Buyer agrees to include this proposal as an Exhibit to the Contract Agreement.**
2. **PRICING:** This proposal is valid for 60 days from the date of the proposal.
3. **PAYMENT TERMS:** The Buyer shall issue a 30% deposit to SYSTEMS & SPACE INC. with order with balance due upon completion. If the BUYER issues a purchase order for goods and/or services, the BUYER shall state the deposit amount on BUYER's purchase order. A monthly finance charge of 1 1/2% per month shall accrue to the BUYER on all outstanding invoices beyond 30 days.
4. **ENGINEERING DATA:** The proposal, drawings and/or specifications of any quotation are confidential engineering data, and represent SYSTEMS & SPACE, INC.'S investment in engineering skill and development, and remain the property of SYSTEMS & SPACE, INC. Such are submitted with the understanding that the information will not be disclosed or used in any manner detrimental to SYSTEMS & SPACE, INC. All specifications and dimensions of proposal, drawings are approximate, and are subject to changes during detailed engineering.
5. **DELIVERY:** Shipping or delivery dates are approximate. SYSTEMS & SPACE, INC. shall not be liable for delays in or failure of delivery due to changes requested by BUYER, or causes beyond its control. At the request of BUYER, BUYER shall make payment as though shipment has been made as specified and for any expenses incurred by SYSTEMS & SPACE, INC. due to BUYER'S request in delaying shipment.
6. **STORAGE:** If product is stored for more than 30 days at SYSTEMS & SPACE, Inc. due to delays in delivery caused by BUYER, SYSTEMS & SPACE INC. will charge BUYER at the rate of 1% of BUYER's invoice per month pro-rated daily.
7. **SPECIALS:** Special items not considered as standard inventory by SYSTEMS & SPACE, INC. and/or manufactured by SYSTEMS & SPACE, INC. to BUYER'S specifications or job requirements, will become the sole property of the BUYER and will not be accepted for return.
8. **INSURANCE:** SYSTEMS & SPACE, INC. carries Workers' Compensation insurance with statutory limits as required by law. In addition, SYSTEMS & SPACE, INC. carries General Liability Insurance with \$1M occurrence/\$2M general aggregate/\$2M completed operations, and Auto Liability with \$1M combined single limit. Upon request, entities shall be named as Additional Insured under endorsement CG D2 48 080 05.
9. **CANCELLATION:** On all cancelled orders, BUYER shall compensate SYSTEMS & SPACE, INC. for its performance, commitments and damage as follows: BUYER shall pay SYSTEMS & SPACE, INC. a cancellation fee not to exceed the original purchase price.
10. **CONSTRUCTION AREA:** BUYER shall provide SYSTEMS & SPACE, INC. with a free and clear construction site. All materials and/or construction shall be removed from the area. BUYER will furnish SYSTEMS & SPACE, INC. with adequate electrical power to efficiently operate the power tools required for the installation.
11. **UNLOADING, SPOTTING AND STORAGE:** BUYER shall provide SYSTEMS & SPACE, INC. with adequate unloading facilities, and sufficient access to those facilities to insure SYSTEMS & SPACE, INC.'S efficient unloading procedure. Adequate aisles shall be provided by the BUYER to provide efficient handling of the materials from the unloading of storage area to the construction site.
12. **COMMENCEMENT OF INSTALLATION AT JOB SITE:** SYSTEMS & SPACE, INC. will not be obligated to commence work at job site until receipt of written notice from BUYER that BUYER'S building is ready for use and necessary utilities and equipment are supplied there as well.
13. **CHANGES IN WORK:** Should the BUYER order changes in the work, such orders and adjustments shall be made in writing to SYSTEMS & SPACE, INC. The contract price shall be adjusted according to the changes in the work specified.
14. **COMPLETION:** Installation shall be deemed completed upon use of any equipment by BUYER.
15. **FLOORS:** BUYER is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed.
16. **SURVEYS, PERMITS AND REGULATIONS:** BUYER shall procure and pay for all permits, inspections, and/or structural calculations required by any governmental authority for any part of the work performed by SYSTEMS & SPACE, INC., except if otherwise stated.
17. **TESTING:** All material and equipment for testing the installation shall be provided at BUYER'S expense. At the time that SYSTEMS & SPACE, INC. states to the BUYER that the work is complete, the BUYER will inspect the work and if the work is in conformity with the terms and provisions of the proposal, the BUYER shall accept the same and deliver to SYSTEMS & SPACE, INC. a signed statement of acceptance. If the BUYER fails to so notify SYSTEMS & SPACE, INC. or if the BUYER fails to make such inspection, the work shall be conclusively deemed accepted by the BUYER.
18. **LABOR RELATIONS:** SYSTEMS & SPACE, INC. is a non-union contractor. Unless specifically outlined in the project specifications and/or bid documentation, our bid will not be based upon compliance with the terms and conditions of any labor agreements. Any requirement to comply with labor agreements identified after submission of this bid will require an increase in our contract amount to reflect this change. Our proposal is based upon an eight (8) hour workday during normal business hours (unless otherwise specified). No provisions have been made for overtime or shift premium pay.
19. **LEGAL ACTION:** In the event that any legal action is initiated regarding the breach of any terms or conditions of this agreement, the prevailing party shall be entitled to receive in addition to any damages suffered, their court costs and attorney's fees incurred.

X

Client Approval

Print Name

Date

Systems Planner: Leilani Ruiz

Project #14797



## References

*Companies who have entrusted SYSTEMS & SPACE, INC.  
with developing space and capacity solutions for their organizations.*





P.O. Number:

P.O. Date:



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

## **PURCHASE ORDER TERMS AND CONDITIONS**

**Systems & Space, Inc.**

**Foster Central Commissary (PEC) Moves**

**Cost: \$24,901.07**

### **1. Definitions.**

**A)** "Bid" means the Contractor's offer made in response to a solicitation to perform a contract to supply goods or perform services at a specified price.

**B)** "Bidder" means a supplier who submits a Bid to the District in response to a solicitation.

**C)** "Contract" means Contractor's Bid; drawings or specifications, if any; these bid/purchase order terms and conditions together with the terms appearing on the reverse side hereof; and any other documents identified therein or herein as incorporated by reference and inclusive of any subsequently issued addenda and/or amendments.

**D)** "Contractor" means the business entity designated on the face of this purchase order that is supplying Deliverables to the District. Contractor shall be synonymous with "supplier", "vendor", or other similar term.

**E)** "Deliverables" means the tangible and/or intangible personal property, product, service, software, information technology, telecommunications technology, and other items to be delivered pursuant to this purchase order including any such items furnished incident to the provision of services.

**F)** "District" means the Oakland Unified School District.

**2. Assignment; Subcontracting.** The Contractor may not assign this Contract in whole or in part, and/or monies due Contractor, without the prior written consent of the District and surety, if any. Subject to the foregoing, this Contract shall be binding upon the parties and their respective successors and assigns. All subcontractors must be approved in advance by the District. Upon the District's written request, Contractor shall terminate any subcontractor.

**3. Audit.** The District shall have the right to examine and audit Contractor's records related to this Contract. Contractor and its subcontractors shall maintain and preserve all such records for a period of at least three (3) years after final payment to Contractor or after final Contract closeout, as determined by the District.

**4. Award of Contract.** The Bidder's Bid or quotation is deemed a firm offer; issuance of this document as a purchase order evidences the District's acceptance of that offer. If an award is made on a bid, the contract will be awarded according to the authority granted by the Board of Education of the District ("Board") pursuant to California law

**5. Acceptance/Rejection of Bids.** The District may award a contract on an individual item or combination of items, whichever is in the best interest of the District. A bidder may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same Bid. Bids shall remain open and valid for 120 days after bid opening date unless otherwise stipulated and may be accepted without further written notice by the District. The Bidder may withdraw its Bid at any time before the Bid opening.

**6. District Name May Not Be Used.** The name and/or logo of the District or any school of the District may not be used in any advertisements or communications which may convey the impression that the





**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

**21. Substitutions.** Product substitutions require the prior, express written authorization from an authorized District representative.

**22. Tax.** The District shall pay only California sales tax and use tax and/or Alameda County sales and use tax, as applicable. Contractor shall separately list all applicable taxes on the invoice. The District is exempt from payment of Federal Excise Tax. Contractor shall cooperate with the District in all matters related to taxation and the collection of taxes. The District may, at its option, self-accrue tax and remit same to the state of California pursuant to the District's permit with the state of California.

**23. Termination.** The District may, by written notice to Contractor, terminate this Contract in whole or in part at any time at the District's convenience or for Contractor default. The District shall hold Contractor liable and responsible for all damages which may be sustained because of the Contractor's default. If Contractor fails or neglects to furnish or deliver any of the deliverables listed herein at the prices named and at the time and places stated herein or otherwise fails or neglects to comply with the terms of the Contract, the District may, upon written notice to the Contractor, cancel the Contract in its entirety, or cancel any or all items affected by such default; and may, whether or not the Contract is cancelled in whole or in part, purchase the Deliverables elsewhere without notice to the Contractor. The prices paid by the District at the time such purchase is made shall be the prevailing market prices. Any extra costs incurred by such default may be collected by the District from the Contractor.

**24. Title.** Title to and risk of loss of Deliverables shall pass to and vest in the District upon final acceptance by the District.

**26. Warranty.**

**A)** Contractor warrants that all Deliverables furnished hereunder will be free from defects in design, material, and workmanship, and will conform to applicable specifications, drawings, samples, and descriptions. All warranties shall be in addition to any warranties available under law and any standard Contractor warranty.

**B)** At the time of delivery, no software shall contain any virus, "Trojan horse," timer, counter or other limiting design, instruction, or routine that would erase data or programming or cause the software or any hardware or computer system to become inoperable or otherwise incapable of being used in the full manner for which it was designed and created.

**C)** No Deliverable shall violate or infringe upon the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other proprietary rights of any kind. There is no action, suit, proceeding, or material claim or investigation pending or threatened against Contractor, that, if adversely determined, might affect any Deliverable or restrict the District's right to use any Deliverable. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

**D)** Contractor warrants it has full title to the Deliverables and has the right to grant the District the rights and licenses contemplated herein without the requirement for consent of any third party.

AGREED and ACCEPTED:

By:

BRADLEY K. LIEBER

Date:

4/6/2015

Its (Title):

PRESIDENT



**EXHIBIT A**



***Proposal to Improve Space  
Management and Storage Capacity***



***We have set the standard in customer care - Because we understand the composition and characteristics that are intrinsic to space management and capacity planning.***

**Oakland Unified School District**

**April 20, 2015**

**Submitted To:** Colland Jang  
Design Manager  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601

**Submitted By:** Leilani Ruiz  
**Systems & Space, Inc.**  
500 Boulder Court, Suite B  
Pleasanton, CA 94566  
leilani@systemsnspace.com

***Partners in Progressive Storage Solutions***

*This proposal will demonstrate to you that selecting SSI as your storage solution partner is the best step you can take.*

### Who is Systems & Space?

SYSTEMS & SPACE, INC. (SSI) is a premier provider of space, storage and filing solutions for today's business environment. Since 1988 we've been developing complete storage and space management strategies and solutions – for all types of businesses. We are experts at individual systems analysis, systems hardware, engineering and implementation. Our mission is to deliver your project on time, within budget – and trouble free.

### Executive Summary

SYSTEMS & SPACE, INC., is pleased to present this proposal to the space management team at your company. The attached detailed architectural drawings outline your specific requirements and our solution. This proposal is available for acceptance 30 days from the cover date.

### Why Systems & Space, Inc.?

In order to complete this project on time, with high quality results, it is essential to select a company that can work within your timelines, budget and meet your planning requirements, now and for the long term.

### SSI possesses the capability to ensure the success of this project because:

- SSI understands the scope of your specific planning requirements
- SSI engineering, project management experience and system planning are unparalleled in the industry
- SSI has a longstanding partnership with Spacesaver Corporation

The SSI management team is committed at every level to the success of your project.

### Professional Services

Through a detailed assessment, Systems & Space, Inc.'s Professional Services Management team will analyze your situation and uncover your specific needs. No matter what form your information comes in, SSI will find the right solutions to improve your business process.

### Products and Services

#### ➤ File Moves

Whether you are relocating to another building, room or adding a new file storage system, your files will need to be moved. Let our Professional Services team facilitate you files for a swift and painless transfer.

#### ➤ File Conversions

The time has come for you to change your filing system to a more efficient, ergonomic system. Our team of Professionals can not only recommend the appropriate system, custom tailored to meet your needs, but will also complete the conversion to guarantee a seamless integration of your files into your new system.

#### ➤ Folders and Filing Supplies

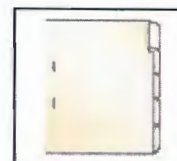
Side-tab, end-tab, magnified, divided, radiology supplies, expansion pockets, it doesn't matter what style of file folder you use, SSI can provide you with the necessary supplies competitively priced and custom tailored to suit your needs.

#### ➤ On Demand Labeling Systems

Take the hassle out of piecing together your labels from rolls and rolls of stickers of various colors, letters and numbers, by implementing strip labeling. Create custom designed, color-coded labels from your desktop, for your file folders instantly.

#### ➤ Records Management Systems and Software

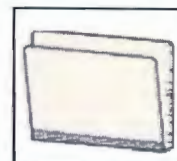
Eliminate the frustration of misplacing or losing track of files, by implementing an efficient record management system, to help ensure that your files are always where the need to be.



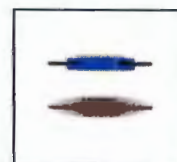
**Indexes**



**Labeling**



**Folders**



**Fasteners**



**X-Ray**



**Side-Tab  
Folders**

**Systems & Space Inc. guarantees the success of your project!**



## Scope & Investment

**PROJECT NO.**  
14797-Add Interfiling

**SCOPE OF WORK**  
After the psych files are converted to a color-coded, end-tab file system, the converted psych file will be interfiled within the Student Services file section, by placing it after the matching student services file.

**INVESTMENT**

Estimated amount of file folders is 2,000.

Price per file folder (Professional Services): \$1.15 each

*The Investment includes labor only. Pricing is subject to change based on definite amount of psych files created by customer supplied data.*

### Payment Terms

\*30% Deposit with order

\*Balance due upon completion

**X**

**Client Approval**  
Project #14797 ADD

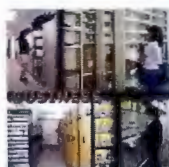
**Print Name**

**Date**

Systems Planner: Leilani Ruiz

Project #14707

**Business**



**Healthcare**



**Library**



**Government**

**Justice**

**Museum**

**Thank you for your consideration.**

**Notice:**

This proposal contains information that is proprietary to Systems & Space, Inc. and is intended for the use of Oakland Unified School District only. No part of this proposal or the enclosed CAD drawings may be used, reproduced or disclosed to any other party without prior consent of SYSTEMS & SPACE, INC.

## TERMS & CONDITIONS FOR PRODUCTS, SYSTEMS & INSTALLATIONS

1. **GENERAL:** These terms & conditions shall apply to sales from SYSTEMS & SPACE, INC. to BUYER and to any quotation by SYSTEMS & SPACE, INC. for sales. These terms & conditions shall not be superseded by any terms & conditions in BUYER'S order. **If a Contract Agreement will be issued in lieu of, or in addition to execution of this proposal, Buyer agrees to include this proposal as an Exhibit to the Contract Agreement.**
2. **PRICING:** This proposal is valid for 60 days from the date of the proposal.
3. **PAYMENT TERMS:** The Buyer shall issue a 30% deposit to SYSTEMS & SPACE INC. with order with balance due upon completion. If the BUYER issues a purchase order for goods and/or services, the BUYER shall state the deposit amount on BUYER's purchase order. A monthly finance charge of 1 1/4% per month shall accrue to the BUYER on all outstanding invoices beyond 30 days.
4. **ENGINEERING DATA:** The proposal, drawings and/or specifications of any quotation are confidential engineering data, and represent SYSTEMS & SPACE, INC.'S investment in engineering skill and development, and remain the property of SYSTEMS & SPACE, INC. All specifications and dimensions of proposal, drawings are approximate, and are subject to changes during detailed engineering.
5. **DELIVERY:** Shipping or delivery dates are approximate. SYSTEMS & SPACE, INC. shall not be liable for delays in or failure of delivery due to changes requested by BUYER, or causes beyond its control. At the request of BUYER, BUYER shall make payment as though shipment has been made as specified and for any expenses incurred by SYSTEMS & SPACE, INC. due to BUYER'S request in delaying shipment.
6. **STORAGE:** If product is stored for more than 30 days at SYSTEMS & SPACE, Inc. due to delays in delivery caused by BUYER, SYSTEMS & SPACE INC. will charge BUYER at the rate of 1% of BUYER's invoice per month pro-rated daily.
7. **SPECIALS:** Special items not considered as standard inventory by SYSTEMS & SPACE, INC. and/or manufactured by SYSTEMS & SPACE, INC. to BUYER'S specifications or job requirements, will become the sole property of the BUYER and will not be accepted for return.
8. **INSURANCE:** SYSTEMS & SPACE, INC. carries Workers' Compensation insurance with statutory limits as required by law. In addition, SYSTEMS & SPACE, INC. carries General Liability Insurance with \$1M occurrence/\$2M general aggregate/\$2M completed operations, and Auto Liability with \$1M combined single limit. Upon request, entities shall be named as Additional Insured under endorsement CG D2 48 080 05.
9. **CANCELLATION:** On all cancelled orders, BUYER shall compensate SYSTEMS & SPACE, INC. for its performance, commitments and damage as follows: BUYER shall pay SYSTEMS & SPACE, INC. a cancellation fee not to exceed the original purchase price.
10. **CONSTRUCTION AREA:** BUYER shall provide SYSTEMS & SPACE, INC. with a free and clear construction site. All materials and/or construction shall be removed from the area. BUYER will furnish SYSTEMS & SPACE, INC. with adequate electrical power to efficiently operate the power tools required for the installation.
11. **UNLOADING, SPOTTING AND STORAGE:** BUYER shall provide SYSTEMS & SPACE, INC. with adequate unloading facilities, and sufficient access to those facilities to insure SYSTEMS & SPACE, INC.'S efficient unloading procedure. Adequate aisles shall be provided by the BUYER to provide efficient handling of the materials from the unloading of storage area to the construction site.
12. **COMMENCEMENT OF INSTALLATION AT JOB SITE:** SYSTEMS & SPACE, INC. will not be obligated to commence work at job site until receipt of written notice from BUYER that BUYER'S building is ready for use and necessary utilities and equipment are supplied there as well.
13. **CHANGES IN WORK:** Should the BUYER order changes in the work, such orders and adjustments shall be made in writing to SYSTEMS & SPACE, INC. The contract price shall be adjusted according to the changes in the work specified.
14. **COMPLETION:** Installation shall be deemed completed upon use of any equipment by BUYER.
15. **FLOORS:** BUYER is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed.
16. **SURVEYS, PERMITS AND REGULATIONS:** BUYER shall procure and pay for all permits, inspections, and/or structural calculations required by any governmental authority for any part of the work performed by SYSTEMS & SPACE, INC., except if otherwise stated.
17. **TESTING:** All material and equipment for testing the installation shall be provided at BUYER'S expense. At the time that SYSTEMS & SPACE, INC. states to the BUYER that the work is complete, the BUYER will inspect the work and if the work is in conformity with the terms and provisions of the proposal, the BUYER shall accept the same and deliver to SYSTEMS & SPACE, INC. a signed statement of acceptance. If the BUYER fails to so notify SYSTEMS & SPACE, INC. or if the BUYER fails to make such inspection, the work shall be conclusively deemed accepted by the BUYER.
18. **LABOR RELATIONS:** SYSTEMS & SPACE, INC. is a non-union contractor. Unless specifically outlined in the project specifications and/or bid documentation, our bid will not be based upon compliance with the terms and conditions of any labor agreements. Any requirement to comply with labor agreements identified after submission of this bid will require an increase in our contract amount to reflect this change. Our proposal is based upon an eight (8) hour workday during normal business hours (unless otherwise specified). No provisions have been made for overtime or shift premium pay.
19. **LEGAL ACTION:** In the event that any legal action is initiated regarding the breach of any terms or conditions of this agreement, the prevailing party shall be entitled to receive in addition to any damages suffered, their court costs and attorney's fees incurred.

**X**

**Client Approval**

**Print Name**

**Date**

Systems Planner: Leilani Ruiz

Project #14797



## References

*Companies who have entrusted SYSTEMS & SPACE, INC.  
with developing space and capacity solutions for their organizations.*





## AMENDMENT PURCHASE ORDER ROUTING FORM

Project Information			
Project Name	Foster Central Commissary (PEC Move)	Site	184
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Systems & Space, Inc.	Agency's Contact	Leilani Ruiz				
OUSD Vendor ID #	V062398	Title	Project Manager				
Street Address	500 Boulder Court, Suite B	City	Pleasanton	State	CA	Zip	94566
Telephone	925-426-1955	Policy Expires					
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				
OUSD Project #	13133						

Term			
Date Work Will Begin	2-10-2015	Date Work Will End By (not more than 5 years from start date)	6-10-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$26,901.07
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 2,000.00
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1849905890	6276	\$2,000.00

Approval and Routing (in order of approval steps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
	Division Head		Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management				
	Signature			Date Approved	7/15/15
2.	General Counsel, Department of Facilities Planning and Management				
	Signature			Date Approved	7/24/15
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature			Date Approved	7/20/15
4.	Chief Operations Officer Facilities Planning and Management				
	Signature			Date Approved	7/28/15
5.	President, Board of Education				
	Signature			Date Approved	