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Enactment Number	15-1216
Enactment Date	8/12/15 02



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
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date August 12, 2015

Subject Amendment No. 2, Purchase Order Agreement - Systems & Space, Inc.- Foster Central Commissary (PEC Move) Project

Action Requested Approval by the Board of Education of an Amendment No. 2, 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 \$8,877.02, increasing previous contract amount from \$26,901.07 to a not to exceed amount of \$35,778.09

Background The scope of the project is to move 33,396 LFI, (Folder and Label), Professional Services to Convert Folder (Folder and Label) Interfile Psych / Student Services Records.

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. 2, 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 \$8,877.02, increasing previous contract amount from \$26,901.07 to a not to exceed amount of \$35,778.09

Fiscal Impact Measure J

Attachments

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

AMENDMENT NO. 2 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.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: 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></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to move 33,396 LFI, (Folder and Label), Professional Services to Convert Folder (Folder and Label) Interfile Psych / Student Services Records.</u></p>			
2.	Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	
<p>If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of <u>\$8,877.02 to original contract amount</u></p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p>			
<p>and the new contract total is Thirty-five thousand, seven hundred seventy-eight dollars and nine cents (\$35,778.09)</p>			

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.

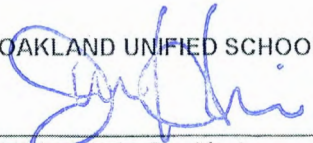
5. **Amendment History:**

☒ 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)
1	6/24/2015	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.	\$

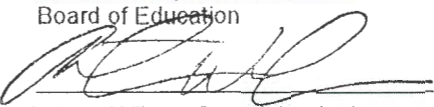
6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President,
Board of Education

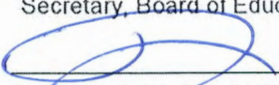
Date

8/13/15


Antwan Wilson, Superintendent
Secretary, Board of Education

Date


8/13/15


Lance Jackson, Interim Deputy Chief
Facilities, Planning and Management

Date

7/20/15

CONTRACTOR


Contractor Signature

6/12/2015

Date

Bradley K. Lieber, President

Print Name, Title

EXHIBIT "A" Scope of Work

Contractor Name: Systems & Space, Inc.

Billing Rate: Eight thousand, eight hundred eighty-seven dollars and two cents (\$8,877.02)

1. Description of Services to be Provided

The scope of the project is to move 33,396 LFI, (Folder and Label), Professional Services to Convert Folder (Folder and Label) Interfile Psych / Student Services Records.

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 7-14-2015

Susie Butler-Berkley
Contract Analyst

Exhibit A



Scope & Investment

ITEM	DESCRIPTION	EACH	QUANTITY	TOTAL	
1	FILE MOVE 33,396 LFI (OR 2,783 LF) 7 DAYS			\$ 20,681.87	INCLUDED IN CONTRACT
2	FOLDER AND LABEL (TAX PREPAY AND ADD)	\$ 0.57	2000	\$ 1,140.00	INCLUDED IN CONTRACT
3	PRO SVCS TO CONVERT FOLDER	\$ 1.54	2000	\$ 3,080.00	INCLUDED IN CONTRACT
4	FOLDER AND LABEL (TAX PREPAY AND ADD)	\$ 0.57	2559	\$ 1,458.63	NOT INCLUDED
5	PRO SVCS TO CONVERT FOLDERS	\$ 1.54	2559	\$ 3,940.86	NOT INCLUDED
6	INTERFILE PSYCH / STUDENT SERVICES RECORDS	\$ 1.15	4559	\$ 5,242.85	NOT INCLUDED
TOTAL INVESTMENT				\$ 35,544.21	
TAX (9% ON ITEMS 2/4 ABOVE)				\$ 233.88	
CONTRACT AMOUNT				\$ 24,901.07	
CHANGE ORDER				\$ 2,000.00	
TOTAL DUE FOR SCOPE OF WORK ABOVE				\$ 8,877.02	

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

35,778.09

Payment Terms

*30% Deposit with order

*Balance due upon completion

X

Client Approval
#14797 ADD

Print Name

Date Project

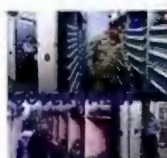
Systems Planner: Leilani Ruiz

Project #14707

Business



Healthcare



Library



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 ½% 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 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.*



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

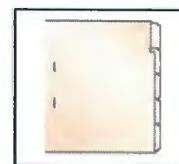
Side-tab, end-tab, magnified, divided, radiology supplies, expansion pockets, it doesn't matter what style of file folder you use, SSI can provide you with the necessary supplies competitively priced and custom tailored to suit your needs.

➤ 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

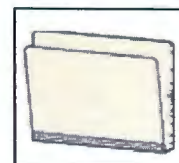
Eliminate the frustration of misplacing or losing track of files, by implementing an efficient record management system, to help ensure that your files are always where the need to be.



Indexes



Labeling



Folders



Fasteners



X-Ray



**Side-Tab
Folders**

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



AMENDMENT PURCHASE ORDER ROUTING FORM

Project Information

Project Name	Foster Central Commissary (PEC Move)	Site	184
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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
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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? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes x 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
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$35,778.09
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 8,877.02
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1849905890	6276	\$8,877.02

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.	Senior Business Officer				
	Signature	Date Approved	7/28/15		
	President, Board of Education				
5.	Signature	Date Approved			