



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Board Office Use: Legislative File Info.	
File Number	17-2123
Introduction Date	10-11-17
Enactment Number	17-1445
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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Vernon Hal, Senior Business Officer *JET*
Susan Beltz, Chief Technology Officer *SB*

Board Meeting
Date

Subject ApplicationXtender Upgrade

Action Requested Ratification by the Board of Education for ApplicationXtender Upgrade and Support Master Agreement between Oakland Unified School District and Wave Technology Solutions Group.

Background OUSD maintains a master database and documents from all prior board actions, and all other school board documentation legally required to be stored in perpetuity. The ApplicationXtender software is used to store and access this repository of documents.

Currently the software is installed on outdated servers and our access to documents stored in the ApplicationXtender system has become difficult to maintain. This upgrade will resolve the issues staff have been dealing with and bring these servers up-to-date as well as upgrade the ApplicationXtender software to the latest version making it compatible with Windows 10 and Microsoft Office 2016.



**OAKLAND UNIFIED
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Discussion	<p>We have negotiated a Master Contract with Wave Technology Solutions Group for a three year term to provide software, services and support as needed to maintain the ApplicationXtender environment. This contract will allow Tech Services to use Wave Technology Solutions Group to provide upgrades and maintenance of the Board of Education servers and software over the life of the contract.</p>
Recommendation	<p>Ratification by the Board of Education of a Master Contract between the District and Wave Technology Solutions Group.</p>
Fiscal Impact	<p>\$15,480 from funding source 9999994701: General Purpose/ Software Licensing.</p>
Attachments	<p>Wave Master Contract Statement of Work - ApplicationXtender Upgrade Contract Justification Form</p>



CONTRACT JUSTIFICATION FORM This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

Legislative File ID No. 17-2125

Department: Technology Services

Vendor Name: Wave Technology Solutions Group

Contract Term: Start Date: October 25, 2017 End Date: October 24, 2020

Annual Cost: \$ 15,480.00

Approved by: Susan Beltz

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Vendor provides software and service to proprietary system used for Board of Education document retention.

Summarize the services this Vendor will be providing.

Software upgrade and professional services

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

Sole source of services for this system

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (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
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 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**



MASTER SERVICES AGREEMENT

This agreement ("Agreement") is entered into between WAVE Technology Solutions Group ("WAVE"), located at 320 Goddard Suite 100, Irvine, CA 92618 and, Oakland Unified School District ("CLIENT") located at 1000 Broadway, Suite 600 Oakland, CA 94607 to provide Professional Services ("Services"), Software, Hardware and Maintenance purchase ("Purchase"), and Post Delivery Technical Support ("Technical Support") provided by WAVE to CLIENT, specified herein, according to the terms and conditions set forth in this Agreement.

The following terms and conditions are understood and agreed to by CLIENT and WAVE:

1. **Term of Agreement.** This Agreement is valid for a period of three (3) years from the date of signature on the next page and option to renew for an additional three (3) year term upon both parties approval. Either party may terminate this Agreement or any SOW incorporated herein (as defined below) upon written notice due to the other party's material breach of the applicable document; provided that such breach is not cured within thirty (30) days after the provision of written notice to the breaching party specifying the nature of such breach.
2. **Structure of Services.** Every project governed by this agreement will be specified by a Statement of Work (SOW) agreeable to both parties with a clear description of the project, deliverables and corresponding services fees. A change order will be issued if the project scope is expanded or changed for any reasons. Each SOW and or Change Order requires CLIENT's and WAVE's authorized signatures.
3. **Fees, Invoices, Payments and Taxes.** In consideration of Services CLIENT shall pay WAVE the Service fees in the amounts and at the rates set forth in each SOW. At the completion and CLIENT's acceptance of each milestone defined in each SOW, WAVE will submit an invoice regarding such milestone. The term of all invoices is Net 30 days from the date of invoice.
4. **Purchase Agreement of Software and Maintenance.** At CLIENT's request, WAVE will sell software to CLIENT at the rate negotiated between WAVE and CLIENT. WAVE will provide first line of support to CLIENT at the rate set forth in each SOW. Please note that "maintenance" refers to remote support via phone and remote login, and includes software patches and upgrades at no additional cost once maintenance is current. It does not include onsite services to implement patches and upgrades. These services will be invoiced at the agreed rate set forth in each SOW.
5. **Post Delivery Technical Support.** Upon completion of a project as set forth in a SOW a technical support agreement will be established. If CLIENT needs onsite technical support, WAVE will provide said support for the agreed rate set forth in each SOW.
6. **Confidentiality.** WAVE shall keep all of CLIENT's information confidential and shall not, without CLIENT's prior written consent, disclose confidential information to any other person or entity in any manner whatsoever, in whole or in part. CLIENT's confidential information may not be reproduced or distributed to anyone, and shall be used solely for purposes of WAVE's obligations to CLIENT and not for any other purpose.

IT IS WAVE'S PRACTICE TO MAINTAIN CUSTOMER'S DATA & INFORMATION HIGHLY SECURE AND CONFIDENTIAL. AS SUCH, ALL PRACTICES AND PROCEDURES

ALREADY ESTABLISHED AT WAVE WILL BE EXTENDED TO CLIENT'S DATA AND CONFIDENTIAL INFORMATION.

At CLIENT's request, all documents, memoranda, notes and other writings whatsoever prepared by WAVE based on CLIENT's confidential information shall be returned to CLIENT or destroyed. Such destruction or return shall be confirmed in writing to CLIENT.

Notwithstanding the destruction of the confidential information or the termination of this Agreement, WAVE shall continue to be bound by its obligations of confidentiality and other obligations hereunder.

7. **Limitation of Liability.** WAVE shall perform its Services in a professional manner. WAVE is not the manufacturer of any of the software, tools and/or products utilized in connection with each SOW. WAVE shall, however, make available to CLIENT any warranties made to WAVE by the manufacturers of the software, tools and/or products utilized by WAVE in connection with its Services hereunder, to the extent transferable and without recourse. Estimated delivery and/or service schedules contained in each SOW are non-binding estimates. EXCEPT AS EXPRESSLY SET FORTH HEREIN, WAVE MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH EACH SOW AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL WAVE BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO EACH SOW OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF WAVE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WAVE'S LIABILITY TO CLIENT FOR WAVE'S PERFORMANCE OF THE SERVICES HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO WAVE HEREUNDER BY CLIENTNAME. IN NO EVENT SHALL WAVE BE LIABLE TO CLIENT FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER EACH SOW.
8. **Intellectual Property.** CLIENT agrees that any proprietary software tools or materials used by WAVE in the rollout and implementation of a SOW shall remain the exclusive property of WAVE. Nothing contained in each SOW shall be construed to transfer, convey, restrict, impair or deprive WAVE of any of its ownership or proprietary interest or rights in such proprietary software tools or materials. WAVE may, at its discretion, employ internally developed tools to aid in the development of Services described in each SOW. Release of source code or sample code for such tools is at the sole discretion of WAVE. Notwithstanding the foregoing, the ownership rights contained herein shall not apply to any software licensed to CLIENT, or to any software component which may be required to operate a system described in each SOW.
9. **Indemnification.**(a) WAVE shall defend, indemnify and hold harmless CLIENT from and against any claims, losses, damages and costs, including reasonable legal fees and expenses, based upon an alleged infringement of any intellectual property right of a third party by the Services, any deliverables, work product or software provided by WAVE under this Agreement. WAVE shall, at its option, defend and settle at its sole expense all proceedings arising out of the foregoing. CLIENT agrees to notify WAVE of any such claim promptly in writing and to allow WAVE to control the proceedings. No failure to so notify WAVE shall relieve WAVE of its obligations under this Agreement except to the extent that it can demonstrate damages attributable to such failure. CLIENT agrees to reasonably cooperate with WAVE during such proceedings. In the event of an alleged infringement, WAVE shall at no additional charge to CLIENT promptly replace, in whole or in part, the Services, deliverables, work product or software with a substantially compatible and functionally equivalent product or modify the Services, deliverables, work product or software to avoid the infringement. Should it be commercially unreasonable to make the Services,

deliverables, work product or software non-infringing, WAVE shall refund to CLIENT the applicable fees paid

b) WAVE shall defend, hold harmless, and indemnify CLIENT and its respective successors, assigns, employees, officers, directors and agents from and against any liabilities, losses, damages, costs and expenses, including reasonable attorney's fees, which CLIENT may suffer by reason of any claims, demands, actions, or suits arising from or related to WAVE's breach of this Agreement (including but not limited to a breach of confidentiality), and the gross negligence, intentional misconduct or any fraudulent or criminal acts of WAVE or its employees or subcontractors. This section shall survive the termination of this Agreement.

(c) MUTUALLY, CLIENT AGREES TO INDEMNIFY AND HOLD WAVE and its respective successors, assigns, employees, officers, directors and agents from and against any liabilities, losses, damages, costs and expenses, including reasonable attorney's fees HARMLESS, IF SUCH INFRINGEMENT AND GROSS NEGLIGENCE HAS BEEN AS A RESULT OF OTHER CONTRACTORS AND CONSULTANTS OTHER THAN WAVE STAFF HIRED PREVIOUSLY OR AFTER COMPLETION OF WAVE'S PROJECTS AND / OR CLIENTNAME'S FULL TIME STAFF MAY CAUSE SUCH ADVERSE OUTCOMES IN REFERENCE TO THE PROJECT COMPLETED BY WAVE, DURING THEIR DAILY ROUTINE WORK AND PROCEDURES.

10. **Notices.** All notices given pursuant to this Agreement shall be delivered to CLIENTNAME and WAVE as set forth below:

CLIENT	WAVE Technology Solutions Group
	Amir Afzali
	Vice President
	320 Goddard. Suite 100
	Irvine, CA 92618
Phone:	Phone: 949-453-9283
Fax:	Fax: 949-453-9282
Email:	Email: aafzali@wave-tsg.com

11. **Distribution of Solution.** CLIENT may not transfer, resell, or post on the Internet the customized components of the solution as defined in each Statement of Work. WAVE acknowledges that CLIENT may post/make publically available copies of this Agreement and accompanying Statements of Work.
12. **Copyright/Trademark/Patent/Ownership.** WAVE understands and agrees that all matters produced under this Agreement shall become the property of CLIENT and cannot be used without CLIENT's express written permission. CLIENT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. Neither Party may claim by virtue of this Agreement any right, title, or interest in any pre-existing Intellectual Property owned or controlled by the other Party.
13. **Relationship Of Parties.** WAVE and CLIENT are separate and independent entities with WAVE acting as independent contractor for the performance of Services. Neither party shall have the authority to act as the other party's agent and shall not undertake to commit the other party to any course of action in relation to third persons.

14. **Third Party Authorization.** If CLIENT is acting as an agent for a third party (CLIENT Customers), CLIENT represents and warrants it is authorized by such third party to execute this Agreement and act on behalf of the third party in all capabilities under this Agreement. CLIENT further represents and warrants it is authorized to release information that is the property of the third-party to WAVE in order for WAVE to provide the Services contracted for under this Agreement.
15. **Governing Law.** This Agreement is governed by and is to be construed and interpreted in accordance with the laws of the state of California, without giving effect to the conflict of law principles thereof. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. No Action under this Agreement may be brought by either party more than two years after party knew or had reason to know that the claim or cause of action occurred.
16. **Dispute Resolution:** The parties agree that they will, in good faith, endeavor to resolve all claims, disputes or other matters in questions, arising out of or relating to this Agreement, through mediation. Such mediation shall be precedent to any other available legal action. The cost of such mediation shall be borne equally by the parties. In the event that legal action or proceedings is required, beyond mediation, in order to enforce the conditions of this Agreement, or arising out of the work of this Agreement, the prevailing party in such action or proceeding shall be entitled to reimbursement for all reasonable costs including attorney's fees.
17. **Assignments.** Neither CLIENT nor WAVE may assign or otherwise transfer its rights or obligations under this Agreement (except to its Successor pursuant to a merger consolidation or sale of all or substantially all of its assets) without obtaining the prior written consent of the other party.
18. **Indemnification.** WAVE agrees to indemnify and hold CLIENT harmless from losses and expenses incurred due to any bodily injury or damage to property arising from any Service performed on CLIENT's premises, with the exception of intentional misconduct or negligent acts of CLIENT or its employees. This indemnity will survive termination of this Agreement.
19. **Insurance.**
- Unless specifically waived by OUSD, the following insurance is required:
- i. If WAVE employs any person to perform work in connection with this Agreement, WAVE shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- Check one of the boxes below:
- WAVE is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- WAVE does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. WAVE shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury

and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against WAVE. The policy shall protect WAVE and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

- iii. If WAVE is offering OUSD professional advice under this Contract, WAVE shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. WAVE is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release WAVE from responsibility for any claim or demand.

- 20. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** WAVE certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
- 21. **Non-Waiver.** The delay or failure of either party to enforce any right, power or remedy under this Agreement shall not be construed to be a waiver thereof of any other right, power, or remedy under this Agreement.
- 22. **Entire Agreement.** This Agreement including each SOW, and any other Exhibits attached hereto, constitute the entire Agreement and understanding between WAVE and CLIENT, and it supersedes all prior oral and written proposals, discussions, representations and negotiations between CLIENT and WAVE. This Agreement may not be changed, except by written amendment signed by authorized representatives of both parties.
- 23. **Contract Contingent on Governing Board Approval.** CLIENT shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to WAVE absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

WAVE

Oakland Unified School District

Amir Afzali

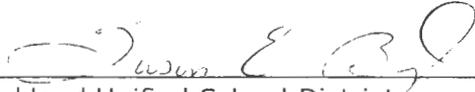
James Harris,

Vice President

President, Board of Education

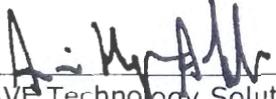
11.0 Statement of Work Acceptance

This SOW shall be effective as of the date of execution by both WAVE and OUSD. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.


Oakland Unified School District

Susan Beltz, ~~SU~~ CTO
Print Name and Title

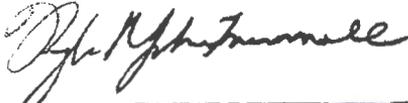
10/3/17
Date


WAVE Technology Solutions Group

Amir Afzali, Vice President
Print Name and Title

10/3/2017
Date


James Harris
President, Board of Education


Kyla R. Johnson-Trammell
Secretary, Board of Education

File ID Number: 17-2125
Introduction Date: 10-11-17
Enactment Number: 17-1995
Enactment Date: 10-11-17
By:



TECHNOLOGY SOLUTIONS GROUP

The Business of Content Management

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OAKLAND UNIFIED
SCHOOL DISTRICT

Learning. Growing. Thriving. Together.

Oakland Unified School District (OUSD) ApplicationXtender Upgrade

Statement of Work

This Statement of Work (SOW) outlines the services to be provided by Wave Technology Solutions Group (WAVE) to Oakland Unified School District (OUSD) for the upgrade of their existing ApplicationXtender (AX) system. This Statement of Work is intended to specify the services to be provided during each stage of the Project and to detail the responsibilities of both parties.

CONFIDENTIAL: This document is intended for OUSD and WAVE only and cannot be distributed to persons or third parties not directly involved with this project without express written consent of OUSD and WAVE.

Statement of Work Dated: 4/17/2017
Statement of Work Version: 1.0
Statement of Work Prepared By: WAVE Technology Solutions Group

Document Information

Revision History

VERSION #	DATE	DESCRIPTION
1.0	04/17/2017	Final Version

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1.0 Executive Summary

1.1 Introduction

Wave Technology Solutions Group (WAVE) has prepared the following Statement of Work (SOW) for services to upgrade Oakland Unified School District's (OUSD) ApplicationXtender (AX) system.

In this document, we have outlined the project scope, assumptions and the cost.

1.2 Project Scope

WAVE will upgrade the following components as part of the upgrade:

- ◆ Install AX 8.1 SP1 on the Production environment and upgrade and migrate content from the following data sources:
 - BOE_EMCAXSrv
 - BOE-IMGSRV3
 - BOE-IMGSRV2

2.0 WAVE Delivery Methodology

WAVE delivery methodology stages ensure a successful project implementation.

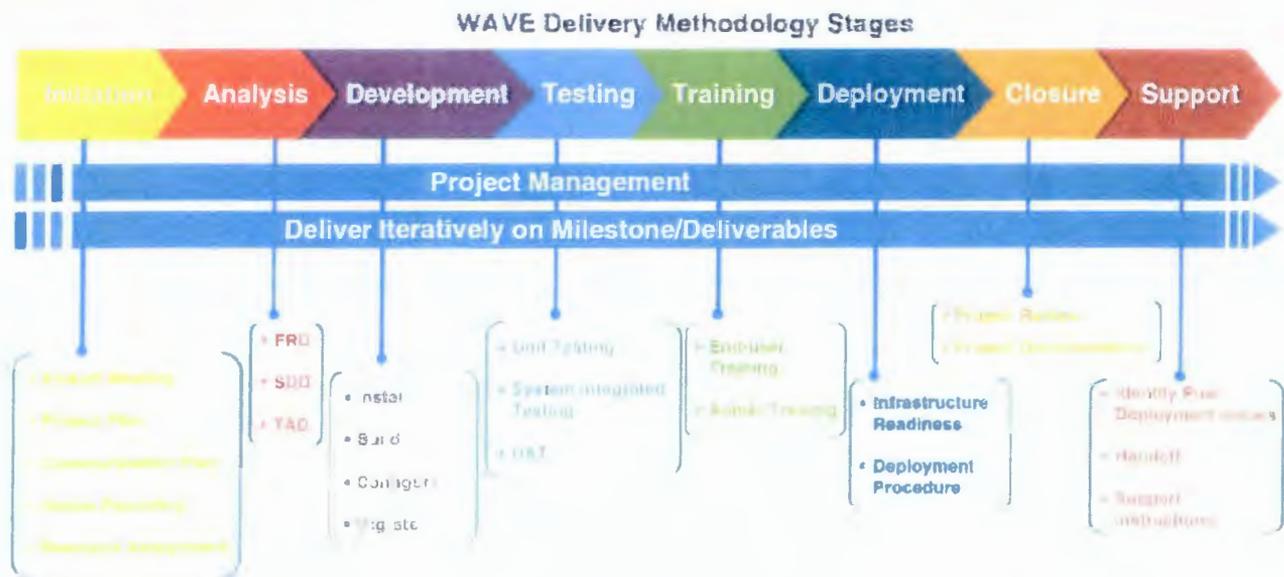


Figure 1 - WAVE Delivery Methodology

2.1 Initiation Stage

➤ **Task - Kickoff Meeting**

WAVE will conduct a kickoff meeting with the OUSD Project Manager & OUSD Subject Matter Experts (SMEs) in attendance to define the project scope, team structure as well as roles and responsibilities.

➤ **Task – Create a Project Plan**

Create a Project Plan with specific dates, milestones, and duration for each deliverable.

➤ **Task – Status Reporting**

WAVE project manager will establish the frequency of status reporting and meetings.

➤ **Task – Resource Assignment**

WAVE and OUSD project managers will identify and assign the appropriate resources to project tasks.

Deliverables:

- ◆ Project Plan.

Completion Criteria:

- ◆ Completion of Kickoff Meeting.

Assumptions:

- ◆ The OUSD Project Manager will coordinate the activities of OUSD personnel.

Work Estimate: Initiation

Table 1 - Initiation Work Estimate

Resource	Estimated Effort (hours)
Project Manager	2
Total	2

2.2 Analysis Stage

➤ **Task – Solution Design Document (SDD)**

WAVE SDD will incorporate functional requirements of the solution, these will include:

- ◆ Access Control
- ◆ Taxonomy
- ◆ Object and Security Models.

Deliverables:

- ◆ Solution Design Document (SDD).

Completion Criteria:

- ◆ OUSD sign-off on each deliverable of this stage.

Assumptions:

- ◆ OUSD will approve the SDD prior to development.
- ◆ Additional use-cases identified during Analysis stage are considered out of scope.

Work Estimate: Analysis

Table 2 - Analysis Work Estimate

Task	Estimated Effort (hours)
SDD	4
Total	4

2.3 Development Stage

➤ **Task – Install Software**

- ◆ Install ApplicationXtender 8.1 SP1.
- ◆ Install Web Access.

➤ **Task – Configure Application**

- ◆ Install and configure 4 workstations with scanners.

➤ **Task – Data and Content Migration**

- ◆ Migrate all documents from existing to new system:
 - 20 AX Applications
 - 190,000 documents
 - 2.1 million pages

Deliverables:

- ◆ Delivery of ApplicationXtender 8.1 environment.
- ◆ Deliver fully functional ApplicationXtender Application in the Production environment.

Completion Criteria:

- ◆ Demonstration of working application in the Production environment.

Assumptions:

- ◆ OUSD to provide new AX Application Server VM instance running Windows 2012.
- ◆ All development will be carried out on the Production Server.
- ◆ Image location will not be affected, migration of images is not included in this estimate.
- ◆ CM security is currently used and this will not change.
- ◆ Full Text searching is not needed and is not part of this estimate.
- ◆ Backfile capture is not needed and is not included in this estimate.
- ◆ OUSD will install and configure remaining AX stations.
- ◆ Customer to provide VPN access to existing and new servers with elevated privileges to allow for software installs.
- ◆ Captiva will not be upgraded or reconfigured as part of this estimate.
 - Remediation or re-write is not included in this estimate.

Work Estimate: Development

Table 3 - Development Work Estimate

Resource	Estimated Effort (hours)
Project Manager	4
System Engineer	28
Total	32

2.4 Testing Stage➤ **Task - System Integration Testing**

- ◆ OUSD will provide environment test scripts prior to start of SIT.
- ◆ WAVE will perform System Integration Testing.

➤ **Task - User Acceptance Testing (UAT)**

- ◆ WAVE will provide UAT scripts matching the use-cases in the FRD.
- ◆ WAVE will run through UAT scripts with OUSD testing resources.
- ◆ OUSD resources will conduct the UAT.
- ◆ WAVE will provide support to OUSD during the UAT process.

Deliverables:

- ◆ System Integration Test scripts
- ◆ UAT Test scripts.

Completion Criteria:

- ◆ OUSD sign-off on UAT.

Assumptions:

- ◆ The UAT participants group would have basic AX training prior to conducting the test scripts.
- ◆ One (1) test cycle is assumed as part of this estimate.
- ◆ No validation rules changes are included in the estimate.

Work Estimate: Testing

Table 4 - Testing Work Estimate

Resource	Estimated Effort (hours)
QA Analyst	4
Total	4

2.5 Training Stage

➤ Task – End user training (Train-the-Trainer).

Provide “train the trainer” end-user training that will include the basic operational procedures to:

- ◆ Access content residing in the AX repository.

➤ Task - Administration Training.

Provide training for system administrators on the maintenance, operations, and troubleshooting aspects of the new solution.

Deliverables:

- ◆ Training documentation.

Completion Criteria:

- ◆ Conduct training sessions.

Assumptions:

- ◆ Training will be provided via WebEx and a bridge line.

Work Estimate: Training

Table 5 - Training Work Estimate

Resource	Estimated Effort (hours)
Training Specialist	4
Total	4

2.6 Closure Stage

➤ Task - Project Review Meeting.

- ◆ Project Review Meeting.
- ◆ Achievement of Project Goals.
- ◆ Stakeholder Acceptance.
- ◆ Lessons Learned.
- ◆ Identify Areas of Further Development.
 - Additional Knowledge Transfer Activities.
 - Additional Training Activities.

➤ Task – Project Documentation.

Deliverable:

- ◆ Project documentation.

Completion Criteria:

- ◆ OUSD sign-off on project closure.

Assumptions:

- ◆ None.

Work Estimate: Closure

Table 6 - Closure Work Estimate

Resource	Estimated Effort (hours)
Project Manager	2
Total	2

2.7 Support Stage

- Task - Identify and address post-deployment issues.
- Task – Handoff to the designated support team.
- Task – Instructions to OUSD on how to obtain ongoing support.

Deliverable:

- ◆ Post deployment support.

Completion Criteria:

- ◆ Handoff to the support team.

Assumptions:

- ◆ OUSD internal helpdesk and/or system administrators will address issues reported by end-users prior to escalation to WAVE.

Work Estimate: Support

Table 7 - Support Work Estimate

Resource	Estimated Effort (hours)
Support Engineer	4
Total	4

3.0 Project Management and Governance

Throughout the course of the project, the WAVE Project Manager will proactively manage project scope, budget, risks, and resources. These tasks will be performed in concert with the OUSD Project Manager or Sponsor.

The WAVE management team will provide regular delivery oversight. Should the need arise, the team will engage WAVE senior management.

3.1 Project Governance

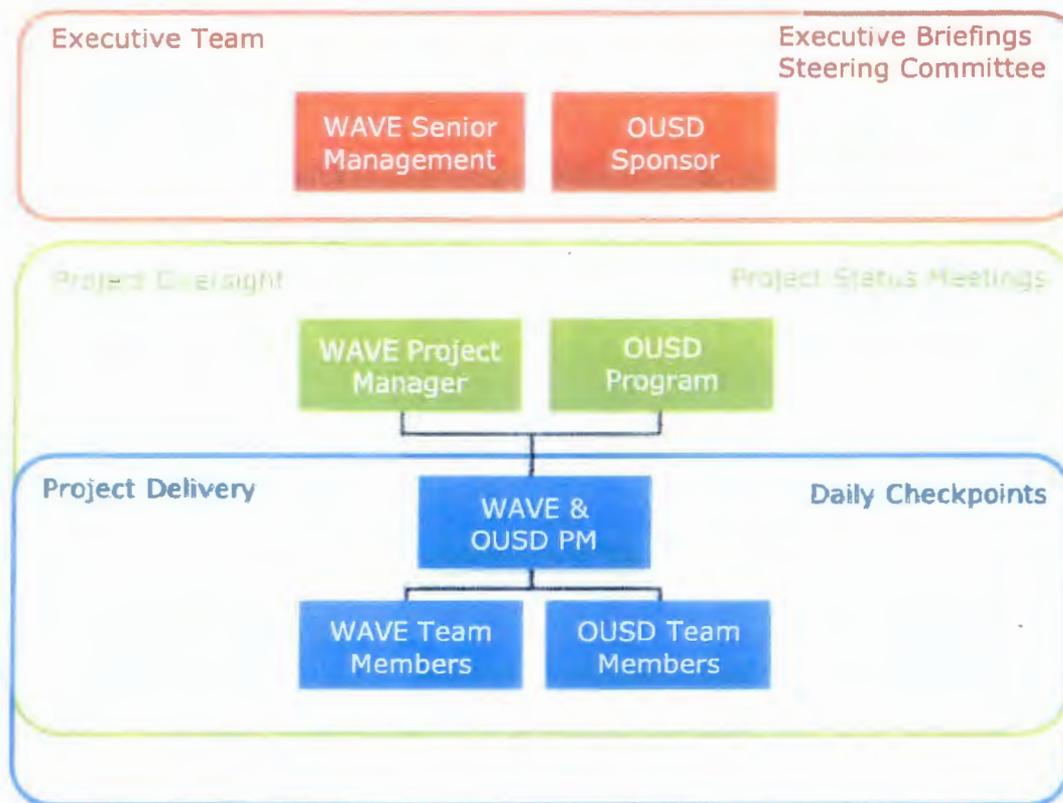


Figure 2 - Anticipated Project Organization

Table 8 - Project Governance Structure

Organization	OUSD	WAVE	Responsibilities
Steering Committee	Business Sponsor	Solution Architect	<ul style="list-style-type: none"> ◆ Executive Summary ◆ Corporate Directives
Program Management	Technical Sponsor	Project Manager/ Account Manager	<ul style="list-style-type: none"> ◆ Program Status Reports ◆ Delivery Roadmap ◆ Program Coordination ◆ Critical Decisions
Project Delivery Team	Project Manager/ Project Team	Project Manager/ Project Team	<ul style="list-style-type: none"> ◆ Issues ◆ Risks ◆ Schedule ◆ Project Status Reports

4.0 WAVE Responsibilities

4.1 Engagement Coordination

Tasks:

- Provide overall engagement coordination:
 - Review the SOW and the contractual responsibilities of both parties with the OUSD Project Manager.
 - Schedule a series of meetings with OUSD personnel to measure and evaluate the overall progress of the project.
 - Maintain project communications through the OUSD Project Manager.
 - Establish project collaboration environment.
 - Establish documentation and procedural standards for deliverable materials.
 - Prepare and maintain the WAVE Project Plan which lists the activities, tasks, assignments, milestones and estimates for performance of this SOW.
 - Review project tasks, schedules and resources, and make appropriate modifications.
 - Review the WAVE standard invoice format and billing procedure to be used on the project, with the OUSD Project Manager.
 - Work with the OUSD Project Manager to address and resolve deviations from the WAVE Project Plan.
 - Prepare and submit weekly Status Reports to the OUSD Project Manager.
 - Administer the Project Change Control Procedure with the OUSD Project Manager.
 - Coordinate and manage the technical activities of WAVE project personnel.
 - Manage project issues, risks and escalations.

4.2 Project Staffing

WAVE will staff this engagement with appropriately skilled resources. The staffing process will occur once this Statement of Work has been approved. The following descriptions characterize the roles and responsibilities of each WAVE project participant.

Table 9 - Roles and Responsibilities

Role	Responsibilities
Solution Architect	<p>Takes the lead in:</p> <ul style="list-style-type: none"> ◆ Process. ◆ Design/redesign. ◆ Solution. ◆ Architecture design. ◆ Infrastructure design and planning. ◆ Acceptance testing. <p>Uses structured techniques to lead and participate in:</p> <ul style="list-style-type: none"> ◆ Application customizations and ◆ Technical implementations.
System Engineer	<ul style="list-style-type: none"> ◆ Works under the supervision of the project manager and with technical guidance from the Architect. ◆ Engages with the client on requirements definition, solution feature mapping, solution design, infrastructure analysis, and acceptance testing.
Project Manager	<ul style="list-style-type: none"> ◆ Functions as the primary contact for OUSD for this project. ◆ Able to lead complex projects to a successful completion—on time and within the agreed budget and level of quality. ◆ Develops and maintains the project plan, manages issues, provides time and labor cost estimates, and maintains staffing at proper levels ◆ Responsible for the activities of the consultants. ◆ Responsible to define and meet testing and implementation timelines.
Account Manager	<ul style="list-style-type: none"> ◆ Communicates program status, program readiness, and business issues and risks across organizations and to Sr. Management and Executives. ◆ Serves as the OUSD contact and manages overall company customer interface relationships for defined scope of work to drive responsiveness. ◆ Maintains awareness of existing or potential OUSD escalation issues, and provide command/control and timely updates. ◆ Proactively follows the WAVE escalation and change control process.

5.0 OUSD Responsibilities

The following section provides information on the roles and responsibilities expected of the OUSD project team. Please note that a single individual may execute the roles and responsibilities listed below. Each role does not necessary mean that a separate resource is required.

5.1 Project Management

OUSD will provide a designated Project Manager who will:

- ◆ Assist with the development of the overall project plan and implementation schedule.
- ◆ Escalate issues to senior management for resolution.
- ◆ Interface directly with OUSD related departments concerning project schedules and deliverables.
- ◆ Assist with the change control procedure for those tasks that are outside the scope of these services.
- ◆ Obtain the required authorized sign-offs at the completion of the WAVE deliverables.
- ◆ Ensure availability of key resources and SMEs as needed.

5.2 End User Representation

OUSD will designate End User Representatives who will:

- ◆ Possess a solid understanding of the business processes as well as the overall project objectives.
- ◆ Be available during the analysis stage of the project.
- ◆ Be available to answer questions or provide input during the project.
- ◆ Be available for User Acceptance Testing.

5.3 System Administration

OUSD will designate a System Administrator who will:

- ◆ Be the focal point for the technical activities of the project.
- ◆ Be available for training as specified in the project plan.
- ◆ Be available to provide infrastructure support as necessary.
- ◆ Provide WAVE with system access and participate in the ApplicationXtender Software installation (if applicable).
- ◆ Provide WAVE with LAN access and participate in the PC workstation software configuration, if necessary.
- ◆ Execute appropriate backups of the system.
- ◆ Provide ongoing technical support for various software components.

5.4 Other Responsibilities

OUSD will also arrange the following:

- ◆ Provide a workspace for the WAVE project team with the appropriate system access for installation, setup and testing, as needed.

6.0 Project Assumptions

- ◆ One (1) environment will be designed – a Production environment (Prod).
- ◆ Development for Disaster Recovery (DR) is the responsibility of OUSD.
- ◆ Reference materials such as diagrams, specification, and configuration matrix will be available and provided for reference.
- ◆ WAVE assumes that Subject Matter Experts (SME) will represent the requirements of the entire department.
- ◆ All work will be done remotely during standard business hours.
- ◆ No customization other than what has been identified in the Project Task section is included.

- ◆ The application currently installed at OUSD is not in use and as a result no data is being added, hence no delta migration is included as part of this project.
- ◆ OUSD will perform all networking, domain configuration tasks.
- ◆ OUSD will rack and configure servers with OS builds as defined in the TAD.
- ◆ OUSD will perform database install and configuration per WAVE recommendations
- ◆ OUSD will provide appropriate logins (as recommended in installation guides) to WAVE team.
- ◆ OUSD will provide security clearance and access to facilities, as required. This includes badges, passwords, access cards, and parking privileges.
- ◆ OUSD review and approval of all deliverables within a five (5) working business day timeframe is necessary to meet the timeline of this engagement.
- ◆ OUSD will ensure accuracy of data/information provided.
- ◆ OUSD will provide all required Microsoft or third party installation media and software licensing not explicitly defined in this Statement of Work.
- ◆ OUSD will ensure all of the existing workstations are in proper working order in a stable environment.
- ◆ Performance tuning is out of scope for this project.

7.0 Location and Primary Project Contacts

The services shall be performed remotely during standard business hours.

The primary contacts for each party are identified below and may be changed only by written notice to the other party.

Table 10 - Primary Contacts

	WAVE Contact	OUSD Contact
Name	Amir Afzali	Edgar Rakestraw, Jr.
Title	Vice President	Executive Assistant, Governing Board
Office Number	(949) 453-9283	(510) 879-8199
Mobile Number		
E-mail Address	aafzali@wave-tsg.com	Edgar.Rakestraw@ousd.org

8.0 Milestone & Completion Criteria

Upon production deployment, the project will be considered complete and WAVE will request OUSD sign-off.

WAVE will have fulfilled its obligations under this SOW when either of the following occurs:

- ◆ Production deployment, or,
- ◆ OUSD terminates this project for reasons beyond WAVE's control. In this case, WAVE will invoice OUSD for actual hours worked and expenses incurred up to the date of termination.

9.0 Change Control

During the implementation of the project, additional areas may be identified that are outside the current scope of the project. The work required to implement the identified functionality will be scoped and presented to OUSD along with the impact on timeline and financials. The following provides a detailed process to follow if changes to components within the scope of this SOW are required.

- ◆ A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the reason for the change, and the effect the change will have on the project.
- ◆ A written PCR must be signed by all parties prior to implementing the changes.

10.0 Project Timeline, Fees and Payment Schedule

10.1 Project Timeline

WAVE anticipates that the project will be completed in approximately 9 days depending upon the resource assignment. The following is a high-level representation of the schedule for each major stage of the project.

Table 11 - Project Timeline

Activity	Days	1	2	3	4	5	6	7	8	9
Initiation										
Analysis										
Development										
Testing										
Training										
Closure										
Support										

Note that this high-level project schedule will be finalized and agreed upon by project managers at the project initiation stage.

10.2 Professional Services Summary

Table 12 - WDM - Hours Summary

WDM	Task	Time Estimate (Hrs)
1.0	Initiate	2
2.0	Analysis SDD	4
3.0	Development Install	14
4.0	Development Build & Migrate	18
5.0	Testing	4
6.0	Training	4
7.0	Closure	2
8.0	Support	4
Total		52

10.3 Bill of Materials Summary

Table 13 - Bill of Material Summary

Part Number	Description	Qty	Unit Price	Extended Price	Annual Maintenance
457-100-245	ApplicationXtender Server - SCC User Pack	1	\$5,625.00	\$5,625.00	\$1,275.00
Subtotal				\$5,625.00	\$1,275.00
Total				\$6,900.00	

10.4 Project Investment

Table 14 - Project Investment

Description	Amount
Professional Services	\$8,580.00
Bill of Materials	\$6,900.00
Total Investment	\$15,480.00

10.5 Payment schedule

Table 15 - Professional Services Payment Schedule

Milestone	Description	Percentage Due
1	Contract Signature	50%
2	Solution Design Document	50%

Upon contract signature 50% of the professional services, and 100% of the Bill of Materials are due.

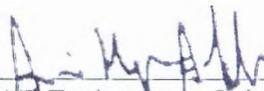
10.6 Terms

1. The cost provided is based solely on the resources assigned to the project and does not include the cost of OUSD Personnel who will also be involved in the project or of related software or hardware.
2. Consulting services that require work outside of WAVE's normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding holidays), will be agreed in writing by all parties.
3. The cost is based on delivering the solution and deliverables as described in this SOW. Changes to the solution, deliverables and/or assumptions will require a revised price quote.
4. The cost estimate does not include system administration, including VMware, operating systems, databases, and other infrastructure related activities. These activities can be addressed as part of a separate support agreement.
5. Pre-approved Incidental expenses such as lodging, parking, and travel expenses are not included in the fees and will be billed separately as incurred.

11.0 Statement of Work Acceptance

This SOW shall be effective as of the date of execution by both WAVE and OUSD. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.


Oakland Unified School District Susan Belte, SULTA 10/3/17
Print Name and Title Date


WAVE Technology Solutions Group Amir Afzali, Vice President 10/3/2017
Print Name and Title Date