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# Memo

**To** Board of Education

**From** Gary Yee, Acting Superintendent  
Vernon Hal, Deputy Superintendent, Business & Operations  
John Krull, IT Officer, Technology Services

**Board Meeting Date** January 8, 2014

**Subject** Purchase Orders - Chromebooks/Carts - CDW-G and Dell Marketing, LLP

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**Action Requested** Approval by the Board of Education of an Individual Purchase Order (NTBD) with CGW-G in the amount of \$205,373.73 and Dell Marketing, LLP, in the amount of \$3,230,554.55 for purchase of Chrome Books and relate software/hardware materials, as described in Exhibits A and B, incorporated herein by reference as though fully set forth (for the Chrome Book Deployment - Exhibit C), and authorizing the Superintendent of Schools via the Operations Officer, Procurement and Distribution to issue same to said vendor, respectively, for implementation of Common Core, at a cumulative cost not to exceed \$3,435,930.28

**Background** Over the past year, the Technology Services Department, working closely with Leadership, Curriculum, & Instruction (LCI), site leaders, and staff, has developed a plan to provide a standardized, equitable, and supportable environment for Common Core State Standards (CCSS) online assessments that will begin in the Spring of 2015. The California Department of Education (CDE) has provided one-time funding to support Technology, Curriculum Materials, and Professional Development. Oakland Unified School District's plan was presented in an earlier hearing. Funding of \$3.5 Million was unanimously approved by the Board on December 20, 2013.

**Discussion** Administration released a Request for Quotes (RFQ) on November 20, 2013 for up to 10,000 Chromebook notebook computers and carts and wireless access points to provide standardized, equitable, and supportable environment for

online assessments and CCSS aligned instruction and learning. The devices will provide a standardized testing platform while allowing the District to continue its work in Blended- and Personalized Learning and CCSS aligned instruction. The number of devices is based on "Test Takers" at each school site as defined by the Smarter Balanced Assessment Consortium (SBAC) and those Test Takers being able to complete testing in 15 days in a 5-week testing window.

Proposals were received on December 2, 2013. Demonstration Chromebooks were available for staff from December 3 - December 6 2013. A live Demonstration Day was held on December 5 from 1-5 pm with all staff invited. An online feedback form was used by staff to give feedback in the selection process. Selection was based on: Durability and Usability of Chromebooks as determined by District; Demonstrated ability of product to work with grade 3-12 students in a wireless testing environment; Cost of products and services; and Support. The proposal from Dell was selected and is attached. The Cisco Meraki wireless access points will be purchased from CDW-G; quote attached.

The Dell and CDW-G proposals will cost \$3,435,930.28 with the remainder of the previously approved budget of \$3,500,000 to be allocated as reserve for other expenses including security. The proposal will provide 253 carts with wireless access points and a total of 8602 Chromebooks (Cost of \$13,580.75 per cart). See attachment Chromebook Allocation for breakdown by site.

#### **Recommendation**

Approval by the Board of Education of an Individual Purchase Order (NTBD) with CGW-G in the amount of \$205,373.73 and Dell Marketing, LLP, in the amount of \$3,230,554.55 for purchase of Chrome Books and relate software/hardware materials, as described in Exhibits A and B, incorporated herein by reference as though fully set forth (for the Chrome Book Deployment - Exhibit C), and authorizing the Superintendent of Schools via the Operations Officer, Procurement and Distribution to issue same to said vendor, respectively, for implementation of Common Core, at a cumulative cost not to exceed \$3,435,930.28.

#### **Fiscal Impact**

\$3.5 million of previously allocated one-time Common Core State Standards implementation funds.

#### **Attachments**

Dell proposal and quote  
CDW-G Cisco Meraki wireless access point quote  
Chromebook Allocation

# Exhibit "A"



## Proposal for Oakland Unified School District

RFQ for Chromebooks, carts, access points and services

Monday, December 02, 2013





[www.dell.com](http://www.dell.com)

Monday, December 02, 2013

John Krull, Information Technology Officer  
Oakland Unified School District  
1011 Union Street  
Oakland California 94538

Dear Mr. Krull

Thank you for this opportunity to submit a proposal for Oakland Unified School District's forthcoming technology project. We have studied the information provided to us about your business requirements and carefully analyzed your technology needs. The solution recommended for OUSD has been designed to meet your needs in the most cost effective way without compromising on quality, service or ongoing support.

Dell is helping our customers to bring down the Total Cost of Ownership by simplifying IT. We are committed to providing solutions that will allow OUSD to reclaim time and cost and increase the productivity of your IT. In addition, we have built environmental consideration into every stage of the Dell product lifecycle including power consumption, helping our customers demonstrate environmentally responsible procurement.

Along with award winning products and services, Dell also offers you a dedicated program account team that is committed to working with you and your procurement needs. This team includes:

- An Account Manager to ensure overall account satisfaction
- System Consultants to provide a seamless deployment experience
- Technical Sales Representatives to facilitate order management
- Customer Service Representatives to provide post-sale support

Dell looks forward to working with you on this project. Should you have any questions regarding this response, please contact me at 800-766-3355 Ext 7285259 or online at [Staci\\_Mcdonald@dell.com](mailto:Staci_Mcdonald@dell.com).

Dell holds contracts with both CMAS and WSCA - the California Multiple Award Schedules (CMAS) Master Contract # 3-94-70-0012 and the Western States Contracting Alliance (WSCA) Master Price Agreement through the State of California Dept. of General Services Participating Addendum, WSCA | NASPO Contract # B27160. For this proposal Dell has responded under the WSCA contract, Dell contract code #WN99ABZ. Should Dell be selected as the successful vendor, we will negotiate any additional required terms in good faith.

Additional questions may be directed to your Account Executive, Bill Carothers at 925-200-7120, or online at [Bill\\_Carothers@dell.com](mailto:Bill_Carothers@dell.com).

Please refer to Dell Response number 7392987 on all correspondence.

Sincerely,

A handwritten signature in blue ink that reads "Staci McDonald".

Staci McDonald  
Regional Proposal Manager

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## Dell's Proposed Solution

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**VENDOR NAME:** Dell Marketing, L.P.

**CHROMEBOOK MODEL:** Dell Chromebook 11

**PRICE PER CHROMEBOOK: (MINIMUM 7000):** \$230.00

Dell's Chromebook 11 is set to release on December 18<sup>th</sup>. We are unable to provide an actual quote at this time. A specification document has been included.

**PRICE FOR GOOGLE MANAGEMENT CONSOLE (MINIMUM 7000):** \$25.20

**PRICE FOR 1 CART with AP and enclosure and locks (MINIMUM 225):** \$3,620.71

**PRICE PER 1 ETCHING (MINIMUM 7000):** \$47.61 per system

Please note that pricing for services has been provided at a blended price. Total for all services requested is \$47.61 per system.

**PRICE FOR 1 ASSET TAGGING (MINIMUM 7000):** Included with services price above.

**PRICE FOR 1 DELIVERY TO EACH SITE (MINIMUM 225 carts):** Included with services price above.

**PRICE FOR 1 CART SET UP (MINIMUM 225 CARTS):** Included with services price above.

**PRICE FOR 1 ON SITE TESTING PER CART:** Included with services price above.

**SAMPLE PRICE FOR 7000 CHROMEBOOKS, IN 225 CARTS:** \$2,934,329.75

7000 Chromebooks - \$1,610,000

7000 Google Management Console Licenses - \$176,400.00

225 Complete Carts - \$814,659.75

Services Solution - \$333,270.00



# Dell Quotation

**Dell Quote No. 669841511 - Bretford Carts with AP, Enclosure and Locks.**

SOFTWARE & ACCESSORIES		GROUP TOTAL: \$814,659.75	
Product	Quantity	Unit Price	Total
CISCO MERAKI MR-34 AP - MR34 CLOUD MANAGED AP (A7407392)	225	\$1,454.22	\$327,199.50
1 YR LICENCE AND SUPPORT MR ENTERPRISE (A7407393)	225	\$163.68	\$36,828.00
3 YR LICENCE AND SUPPORT MR ENTERPRISE (A7407394)	225	\$327.37	\$73,658.25
12X10X6 POLYCARBONATENEMA 4X MIMO ENCLOSURE (A7407396)	225	\$159.25	\$35,831.25
CS-Oakland Unified School District OUSD -36UNIT NETBOOK STORAGE CART WITH INTELLIGENT PWR CUST PAYS FRT (A7396207)	225	\$1,516.19	\$341,142.75

<b>*Total Purchase Price:</b>		<b>\$887,979.13</b>
<b>Product Subtotal:</b>		\$814,659.75
<b>Tax:</b>		\$73,319.38
<b>Shipping &amp; Handling:</b>		\$0.00
<b>State Environmental Fee:</b>		\$0.00
<b>Shipping Method:</b>		LTL 5 DAY OR LESS



## Dell Services Statement of Work

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Dell's Services Statement of Work can be found immediately following this section.







Dell Marketing L.P.

# OAKLAND UNIFIED SCHOOL DISTRICT

## Deployment Services



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## 1 INTRODUCTION

This Statement of Work ("SOW") sets forth the Services (as defined herein) to be provided by Dell Marketing L.P. ("Dell") to OAKLAND UNIFIED SCHOOL DISTRICT ("Customer"). The Services are governed by and subject to the terms and conditions specified in Customer's separate signed master services agreement with Dell to the extent such agreement authorizes Customer to order the Services described herein; or, in the absence of such agreement, the Commercial Terms of Sale, which is available at [www.dell.com/CTS](http://www.dell.com/CTS) and in hardcopy upon request and incorporated by reference in its entirety into this SOW, and the parties acknowledge having read and agree to be bound by such online terms (as applicable, the "Agreement"). Service Delivery will start the earlier of 3 months from the date of this SOW or a mutually agreed date.

## 2 SUMMARY OF SERVICES

Dell is providing the following Services under this SOW. Detailed information about their organization, scope, and assumptions is on Section 4.3 Managed Deployment Services in Scope and Section 7.2 Deployment Density Allocation Assumptions herein.

- Project is expected to occur at approximately 98 locations in the continental US.
- The duration of the project is expected to be 10 weeks.
- Services are estimated to affect 7000 units.
- Service Hours are Business Hours (M-F) described in Definitions, Appendix C.
- Security clearance required is None.
- The start date of the deployment shall be contingent upon completion of the Scheduling Assumptions.
- Dell will provide Services for Customer sites identified in Appendix A (each, a "Customer Site").

## 3 PROGRAM MANAGEMENT

Dell's Program Management Office will manage and implement the Services described herein. Dell and Customer will each assign a program manager who will coordinate the activities to be performed under this SOW ("Program Manager"). The Program Manager for each party will serve as the point-of-contact for all communications, escalation of issues, and any modification to the scope, requirements, or responsibilities under this SOW.

### 3.1 Dell Program Management Responsibilities

Dell and/or its Program Manager will perform the following activities:

- Serve as central point of contact for all service delivery issues.
- Manage Dell tasks and resources associated with the Services and coordinate activities with Customer.
- Conduct meetings to communicate roles, responsibilities, review assumptions, and schedule activities.
- Use standard industry recognized project management tools and methodologies.
- Employ a reporting mechanism to identify project tasks, next steps, and issues.
- Implement changes associated with the Services in compliance with the Change Management Process described in this SOW.

### 3.2 Customer Program Management Responsibilities

Customer and/or its Program Manager will perform the following activities:

- Provide reasonable assistance, cooperation, timely decisions and support in connection with the provision of the Services by Dell.
- Coordinate the scheduling of all Customer-designated resources required for the Services.

- Obtain all consents, approvals, and licenses required by Customer's suppliers, licensors, and lessors necessary to support or permit the provision of Services under this SOW.
- Assign a site coordinator for each Customer site where Services will be provided.

## 4 SCOPE OF SERVICES

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### 4.1 Pre-Deployment Activities

Dell and Customer will complete the activities listed below before managed deployment services begin. These activities will validate the assumptions, requirements, procedures, and responsibilities set forth in this SOW. In the event any assumption, requirement, procedure, or responsibility is found to be incorrect, the pricing and/or scope of Services will be modified using the Change Management Process to reflect the actual operating environment.

#### 4.1.1 Site Survey and End-User Profiles

Customer will complete a site survey for each Customer Site. The site survey is used to collect information needed for the deployment. Customer will complete end-user profile surveys, if applicable.

#### 4.1.2 Pilot Test

Dell will conduct a pilot test to validate the assumptions and test the deployment procedures prior to the first scheduled deployment. The pilot will consist of a typical set of Services for a limited number of systems (in each case, as determined by Dell in its discretion) and validate the following requirements: average installation time, information flow, procedures for each deployment activity, system environment, timings, and assumptions.

Dell and Customer will mutually agree on written installation instructions prior to the date the pilot is scheduled to be performed. The installation instructions and configuration of automated migration tools, such as Dell Data Direct or Dell Automated Deployment, must be finalized before Dell will commit resources to perform the pilot. Upon completion of the pilot, Dell and Customer will review the results and identify any necessary modifications to the Services and/or prices.

### 4.2 Schedules

Dell and Customer will mutually agree in writing to a deployment schedule by Customer Site and Schedule Group (collectively, the "Deployment Schedule"). The Deployment Schedule will be distributed by Customer to end-users identified in each Schedule Group prior to the scheduled installation of their Client Systems. Customer will promptly notify Dell of any conflicts in order to lock the schedule prior to the scheduled installation date. Any modifications or cancellations occurring prior to the scheduled installation date may be subject to additional fees.

### 4.3 Managed Deployment Services in Scope

Dell will be conducting the following deployment activities. Detailed information on how these Services are organized on groups for the Customer is on Section 7.2 Deployment Density Allocation Assumptions herein.

#### 4.3.1 On-Site Installation Services

##### 4.3.1.1 Category Assumptions

- Operating system and image is pre-loaded from Dell's factory on new systems prior to deployment.

##### 4.3.1.2 Wireless Cart Installation & Configuration (per Notebook)

###### Service Description

- Unpack systems, wireless cart(s), and components.
- Test and verify that RF signal strength meets standards as provided by Dell.



- Securely fasten all required components with adhesives provided with the mobile cart at time of installation per Customer directions.
- Wireless Notebook Installation.
- Power on Client System and bring up to the installed operating system prompt.
- Note: this is done as part of the Chrome OS Management registration..
- Place power adapters in the trays and connecting them to the power strips in the back of each cart (if necessary).
- Place numbered labels (if provided with cart) on corresponding notebooks and shelves per Client directions.
- Connect each notebook power supply to power strips in cart and neatly secure power supplies on shelves of cart using manufacturer supplied Velcro strips.
- Receive signature of Customer site contact confirming completion of installation.

### 4.3.1.3 *Asset Tagging*

#### **Service Description**

- Customer provided asset tags, attach at time of install to CPU and/or monitor.

#### **Service Specific Assumptions**

- Asset tagging dispatch occurs in conjunction with installation services.
- Asset tags affixed to legacy CPU and/or monitor will not be removed or installed under this scope of work.
- Includes one (1) for each Chromebook.
- System is located at the same site where installation services are being performed under this scope of work SOW and tagging is being performed concurrently.
- Price does not include the procurement of the asset tag.

## 4.3.2 **Logistics Services**

### 4.3.2.1 *Warehouse and Redeliver New Equipment per system*

#### **Service Description**

- Provide warehouse facility for receiving and storing systems.
- Pricing will be based on a 30 day billing cycle on a per system basis.
- Confirm delivery locations, contacts, and schedule with customer Project Coordinator
- Sign out of equipment to be delivered.
- Deliver equipment to correct location – deliver inside to storage location, or prep area were carts are to be configured.
- Secure acceptance documentation.
- Accept/cover risk of loss for systems while in Service Provider's possession.
- Equipment will be delivered to central area at each building for installation.
- Install services will be performed in conjunction with delivery services.

#### **Service Specific Assumptions**

- Additional charges apply per unit for any portion of 30 days and for each 30 days.
- Logistics reporting will be on a piece count basis.
- Boxes will be clearly labeled with appropriate customer delivery address.
- Order consolidation is not part of this service.



### 4.3.2.2 Laser Etching on Notebook

#### Service Description

- Provider will provide laser engraving to meet Customer requested specifications.
- Customer to provide logo or design to be etched.
- Engraving will be performed at the Provider's staging facility and will be reshipped to each customer location at Provider's cost.
- Provider accepts risk of loss or damage while in Provider's possession.

## 5 CUSTOMER RESPONSIBILITIES

Customer will be responsible for the activities listed below:

- Provide access to Customer Site(s), including any necessary keys or badges. Advise Dell prior to locking schedule of any unique site entry requirements.
- Provide Dell with the physical location of each end-user desk where the Services are to be performed as well as location of printers to be mapped per system, if applicable.
- Prepare Customer Sites and end-user locations to receive Services (e.g., installing cables, network jacks, and power outlets and ensuring connectivity).
- Procure all hardware components and software licenses in advance of deployment activities to meet the Deployment Schedule.
- Receive hardware at Customer's receiving dock.
- Provide safe and adequate parking facilities.
- Provide a safe working environment, reasonable office accommodations, and adequate work space within reasonable proximity to where Services are to be performed.
- Provide carts for transporting hardware within deployment site.
- Ensure Customer's Site coordinator is on-site and available at the deployment site.
- Provide Dell with access to and use of information, data, Customer facilities, equipment, and internal resources as reasonably necessary to deliver the Services.
- Ensure all systems and related equipment are easily accessible by Dell without the need to move furniture, and provide keys to any cable locks as needed to remove or secure systems during de-installation and/or installation and disable any BIOS passwords currently configured on Legacy Systems prior to a service call for installation.
- It is solely Customer's responsibility to complete a backup of all existing data, software, and programs on affected product(s) before receiving Services (including telephone support). **DELL WILL HAVE NO LIABILITY FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF AFFECTED PRODUCT(S) OR NETWORKS.**
- Provide all logon IDs, passwords, domain specifications, and personal settings necessary to perform the Services for each end-user prior to scheduled deployment.
- In the event Dell encounters problems loading Customer-provided software, Customer will contact the proper help resources for that application to complete the installation.
- Provide Dell with local administration rights necessary to perform the Services and ensure the domain login is enabled.
- Provide Dell with a complete list of all approved peripherals to be installed on the new Client System, and supply all applicable drivers at the Customer Site.
- Provide adequate storage area for de-installed Legacy Systems and a common area for debris at each Customer Site (to be located within the building where the deployment occurs).
- Perform quality assurance after login is complete, including access to Active Directory profile to allow end users to access specific software applications and load personalities.

- Provide post-installation support and troubleshooting assistance as needed to address software application performance, software application and operating system conflicts, software application version issues or co-existence issues.

## 6 PRICING

### 6.1 Deployment Services Pricing

The per-unit price for the Services to be performed by Dell, and applicable cancellation and rescheduling fees for the Services are listed below (see "Pricing Structure" in Definitions provided in Appendix C).

#### 6.1.1 Blended Pricing

Service Group: MANAGED DEPLOYMENT	Units	P/U Price
- Laser Etching on Notebook (OUSD Logo)	7000	
- Asset Tagging, Labeling, Security Tag, & Asset Documentation	7000	
- Warehouse and Redeliver New Equipment per system	7000	
- Update Chromebooks to the latest OS and Enroll into the OUSD Google Apps	7000	<b>\$47.61</b>
- Wireless Cart Installation & Configuration (per Notebook)	225	
- Complete Onsite Testing of Laptops with Wireless	7000	
-Dell Program Management	7000	

#### 6.1.2 Time & Materials Pricing Table

As Needed Services	Item Disposition	Price
Time & Materials Rates - (During Service Hours - Per Hour)	Per Time Unit	<b>\$53.50</b>
Time & Materials Rates - (Outside Service Hours - Per Hour)	Per Time Unit	<b>\$61.00</b>
Program Management Office (Extension Fee for Services Beyond Term - Per Week)	Per Week	<b>\$3,325.00</b>

#### 6.1.3 Pricing Notes

1. Rates will be invoiced to and will be paid by Customer for the following:
  - a. Customer delays exceeding fifteen (15) minutes beyond the scheduled time for the Services to be performed; such charges will be invoiced in thirty (30) minute increments.
  - b. Services requested when the technician is not currently onsite are charged based on a 2-hour minimum per incident.
  - c. Out-of-scope services (see Section 7.8 Out of Scope Services herein).
  - d. Services performed outside the defined Service Hours.
  - e. Services designated as Time & Materials.
2. Program duration is 10 weeks. Should the program extend beyond 10 weeks, Customer will be invoiced in accordance with the program extension weekly rate.
3. Cancellation or Rescheduling of any scheduled deployment after the schedule has been locked may be subject to additional fees plus any actual and reasonable travel expenses incurred. See Definitions "Cancellation" and "Reschedule" for fee schedule.



4. Prices and/or scope of services will be adjusted by Dell to reflect the actual operating environment if the Assumptions are found to be incorrect or there is a material failure of Customer to perform its responsibilities as set forth in this SOW.
5. Prices exclude costs for procurement of any hardware or software.
6. Price excludes travel incurred due to schedules that cause excessive travel between customer sites. See Scheduling Assumptions.
7. Price includes travel expenses within fifty (50) miles of a major metropolitan area as defined by Dell (see list of Dell-defined major metropolitan areas on Appendix B).
8. The terms offered by Dell under this SOW (including but limited to the pricing) shall be valid for thirty (30) days following initial delivery of this SOW to Customer. In the event this SOW is executed by Customer after such thirty (30) day period, Dell may in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject such SOW and may provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
9. Payment for any hardware ordered from Dell is due in accordance with Dell's standard terms for such purposes (unless the parties have entered into a separate agreement regarding acquisition of the hardware, in which case payment for the hardware would be due in accordance with such separate agreement) and shall in no case be contingent upon performance or delivery of the Services and/or installation described in this SOW.
10. For clarity, any hardware failures that are discovered in connection with Dell's delivery of the Services, will be resolved via the Customer's existing warranty for such failed hardware. In the event warranties for failed hardware are expired or otherwise not effective, Dell will provide reasonable support to Customer to facilitate resolution of the failed hardware so that Services hereunder may be completed. In no event will Dell assume financial responsibility for Customer's failed hardware where such failure is not the direct result of Dell's actions as indicated by root cause analysis.

## 7 ASSUMPTIONS

Pricing is based on the following assumptions that were used to develop the Services to be provided under this SOW ("Assumptions").

### 7.1 Scope Assumptions

1. Minimum quantity of 7000 new systems to receive Services under the SOW.
2. All volume-metric assumption deviations in excess of plus or minus five percent (+/-5%) of the quantities or locations to receive Services will be considered out of scope and subject to the Change Management Process. Changes to the price and/or solution will only be required to the extent that such deviation impacts Dell's ability to perform the Services as originally priced.
3. Changes to the mutually agreed schedule for performance of Services or modifications to the Services will only be in accordance with the Change Management Process.

### 7.2 Deployment Density Allocation Assumptions

Services are grouped based on Customer requirements. Detailed information on the specific deployment activities for each one of the following service groups is on Section 4.3 Managed Deployment Services in Scope herein.

#### 7.2.1 MANAGED DEPLOYMENT

Client Deployment Services	Density Bands	Quantity
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Client Deployment Services	Density Bands	Quantity
- Laser Etching on Notebook (OUSD Logo) - Asset Tagging, Labeling, Security Tag, & Asset Documentation - Warehouse and Redeliver New Equipment per system - Update Chromebooks to the latest OS and Enroll into the OUSD Google Apps - Wireless Cart Installation & Configuration (per Notebook) - Complete Onsite Testing of Laptops with Wireless	1 system visit	
	2 to 5 systems/visit	
	6 to 9 systems/visit	
	10 to 35 systems/visit	
	36 to 99 systems/visit	7000
	100+ systems/visit	
	<b>Total Systems</b>	<b>7000</b>

### 7.3 Timing Assumptions

Dell sets the following timing assumptions as a starting point for proposed time frames. Further review will be performed as part of the pre-deployment activities specified on Section 4.1.2 Pilot Test herein.

Client Deployment Services	Total Units	Time Assumption
Wireless Cart Installation & Configuration (per Notebook)	7000	30
Asset Tagging, Labeling, Security Tag, & Asset Documentation	7000	5
Warehouse and Redeliver New Equipment per system	7000	N/A
Laser Etching on Notebook (OUSD Logo)	7000	N/A

### 7.4 Scheduling Assumptions

- Schedules will maximize the quantity of Services at each Customer Site which are in reasonable proximity within the same building and minimize the number of return visits to each Customer Site.
- Schedule Groups will be formed to allow a consistent daily volume of Services at a Customer Site.
- Services will be scheduled to take place over consecutive days at a Customer Site to ensure maximum efficiency of resources.
- Customer will meet the following scheduling milestones:

Scheduling Milestones	Business Days	Execution
Pilot Test Performed	15	Following Effective Date of the SOW or as mutually agreed
Installation Instructions finalized	15	Prior to the date of the first scheduled deployment
Site Surveys complete	15	Prior to scheduled deployment
Site ready to receive Services	10	Prior to scheduled deployment
Schedule Groups finalized, Schedule locked	15	Prior to scheduled deployment
End-user profiles completed	10	Prior to scheduled deployment
Customer to provide all logon IDs, passwords, domain specifications and personal settings for each end-user	5	Prior to scheduled deployment

### 7.5 IT Environment & Technical Assumptions

- Desktop/laptop operating system is Microsoft Windows 98, 2000, XP, Vista, or Windows 7.
- Standard Ethernet 100MB T base switched subnets, and 5-10 MB/sec throughput at the desktop is available for login, data transfer, application loads, and imaging.



3. Customer provides a single point of contact for resolution of any technical issues which may arise with regard to the network, devices, and any software application.
4. Network infrastructure is stable and consistent across all Customer Sites.
5. Standard implementation of dynamic host configuration protocol (DHCP) addresses is utilized.
6. Dell is not responsible for application malfunctions or conflicts between Customer applications.
7. Customer ensures all software applications are certified, operational, and compatible with the new Client System configuration and operating systems.
8. Customer provides a list of provisioning codes for iAMT (Intel® Active Management Technology) with appropriate Client System asset tag/service tag, if applicable.
9. If required, Customer provides all VPN hardware and/or software required for joining machines to Customer's domain including, but not limited to, two (2) Ethernet interfaces (DHCP and class C addresses required).

### 7.6 General Assumptions

1. Dell will dispose of deployment related trash to onsite Customer-provided disposal area within same building at Customer Site, unless stated otherwise in this SOW.
2. Customer does not require US Secret/Top Secret/SCI Security Clearance.
3. Systems weighing more than 50 pounds require an additional resource to assist with handling the system, which may require additional charges.
4. Customer is advised and agrees that modifications Customer makes, or changes Dell, its subcontractors or any third-party makes on Customer's behalf, to an Energy Star compliant product may affect whether the product continues to qualify as Energy Star compliant.

### 7.7 Out of Scope Services

Pricing excludes any services not specified in this SOW, including but not limited to the following:

1. Procurement, shipping, or warehousing of hardware, software, or other equipment required for the Services unless otherwise stated in the SOW.
2. Packaging software applications for installation.
3. Providing end user orientation, training, or support.
4. Transporting equipment between buildings or between Customer sites, or moving equipment between floors without the use of elevators.
5. Packing, shipping, or disposing of legacy systems unless otherwise stated in the SOW.
6. Removing viruses (Dell will promptly notify Customer Site Coordinator upon discovery of virus).
7. Disaster recovery, including but not limited to: re-imaging, reloading software applications or recovering backup data.
8. Warranty services or remedial hardware maintenance or software maintenance.
9. Warranty services for third-party products which are not provided by Dell.
10. PDA connection.
11. The services in Appendix D are currently **not in scope**, but can be delivered by Dell.

## 8 NDS EQUIPMENT

A non-deployable system is a Dell-branded system that has failed or is non-functioning at time of install ("NDS"). In the event any equipment covered by this SOW is deemed to be a NDS at the time of installation, Dell will (a) repair or replace the Dell-branded equipment, if it is under warranty, (b) for non-Dell-branded equipment purchased from Dell, reasonably assist Customer in facilitating the repair or replacement of the equipment under the terms of the existing warranty, or (c) for third party equipment not purchased from Dell or for products that are no longer under warranty, notify Customer.



9 CHANGE MANAGEMENT PROCESS

The Change Management Process will be used when Dell or Customer determines that a change is necessary to refine a process, procedure, or specific responsibility identified in this SOW; the party proposing the change will document the request using the Change Order Request Form (provided by Dell's Program Manager) and this Change Management Process.

The receiving party will review the proposed Change Order Request and determine whether the change is acceptable or requires modifications. Both parties will, in good faith, mutually review the proposed Change Order Request and will (i) approve it, (ii) agree to further investigation, or (iii) reject it ("Change Management Process"). When the parties agree to the change, they will sign the Change Order Request Form, which upon signing by both parties will constitute authorization to implement the change. Both parties agree that such approval shall not be unreasonably withheld and will execute the Change Order Request, unless able to provide the other party with written data that disproves the identified variation.

10 GENERAL

Dell shall not be responsible for a failure to provide Services to the extent caused by: (1) any failure by Customer to perform its responsibilities under this SOW or the Agreement; (2) any materially inaccurate assumptions; (3) problems caused by Customer software or data; (4) a defect or deficiency with respect to Customer's network, systems, or other equipment; (5) failures of hardware not maintained by Dell; or (6) modifications to hardware made by a party other Dell or its representatives. In the event any of the foregoing occurs, Dell shall notify Customer. Notwithstanding the occurrence of one or more of the foregoing events, Dell may (at its discretion) continue to perform the Service (with Customer reimbursing Dell for its reasonable out of pocket expenses for such efforts to the extent attributable to the items defined above).

IN WITNESS WHEREOF, Dell and Customer have caused this SOW to be signed and delivered by their duly authorized representatives as of the date of last signature below (the "Effective Date").

OAKLAND UNIFIED SCHOOL DISTRICT

Dell Marketing L.P.

By: \_\_\_\_\_
Printed Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_

By: \_\_\_\_\_
Printed Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_

Customer signed SOW must be received by Dell before any work can be started.



**APPENDIX A – CUSTOMER SITES**

The Services will be provided for the following Customer locations during the term of this SOW. Additional Customer locations may be included as mutually agreed using the Change Management Process.

Site	Address	City	St	ZIP	Qty

## APPENDIX B — MAJOR METROPOLITAN AREAS

City	St	City	St	City	St
Birmingham	AL	Kansas City	KA	Rochester	NY
Montgomery	AL	Wichita	KS	Syracuse	NY
Fayetteville	AR	Erlanger	KY	Brecksville	OH
Little Rock	AR	Louisville	KY	Cincinnati	OH
Phoenix	AZ	Lake Charles	LA	Cleveland	OH
Tempe	AZ	Metairie	LA	Columbus	OH
Tucson	AZ	New Orleans	LA	Oklahoma City	OK
Bakersfield	CA	Shreveport	LA	Tulsa	OK
Fresno	CA	Sulpher	LA	Eugene	OR
Grover Beach	CA	Boston	MA	Portland	OR
Los Angeles	CA	Malden	MA	Camp Hill	PA
Sacramento	CA	Westboro	MA	Coraopolis	PA
San Diego	CA	Portland	ME	Harrisburg	PA
San Francisco	CA	Detroit	MI	Philadelphia	PA
San Jose	CA	Grand Rapids	MI	Pittsburgh	PA
San Luis Obispo	CA	Livonia	MI	Sharon Hill	PA
W Sacramento	CA	Arden Hills	MN	Charleston	SC
Denver	CO	Duluth	MN	Columbia	SC
Hartford	CT	Minneapolis/St. Paul	MN	No. Charleston	SC
Shelton	CT	Columbia	MO	Knoxville	TN
Washington	DC	Fenton	MO	Memphis	TN
Ft. Lauderdale	FL	Jefferson City	MO	Nashville	TN
Jacksonville	FL	Kansas City	MO	Austin	TX
Miami	FL	St. Louis	MO	Corpus Christi	TX
Orlando	FL	Jackson	MS	Dallas	TX
Pensacola	FL	Pearl	MS	El Paso	TX
Tallahassee	FL	Billings	MT	Houston	TX
Tampa	FL	Charlotte	NC	Lubbock	TX
Atlanta	GA	Durham	NC	San Antonio	TX
Forest Park	GA	Raleigh	NC	Salt Lake City	UT
Cedar Rapids	IA	Wilmington	NC	Herndon	VA
Des Moines	IA	Bismarck	ND	Richmond	VA
Boise	ID	Omaha	NE	Roanoke	VA
Chicago	IL	Newark	NJ	Williston	VT
Elk Grove Village	IL	Albuquerque	NM	Seattle	WA
Peoria	IL	Las Vegas	NV	Spokane	WA
Evansville	IN	Reno	NV	Tukwila	WA
Ft. Wayne	IN	Albany	NY	Madison	WI
Indianapolis	IN	New York	NY	Charleston	WV
				Nitro	WV





## APPENDIX C — DEFINITIONS

### Average Installation Time

The Average Installation Time is calculated based on the aggregate quantity of new Client Systems installed per Customer per quarter. Installation times, including quantities of peripherals, will be evaluated on a monthly basis by the Dell PMO.

### Cancellation

Site Cancellation: A site cancellation occurs when Customer cancels the Services for the site after the schedule has been locked and Customer either does not set a new date or the new date is scheduled beyond thirty (30) days of the original locked deployment schedule (see "Reschedule").

Site Cancellation Fee Scenarios:

For cancellations with six (6) or more business days' notice, and where the site has ten (10) or more users, Customer will be assessed an administrative fee equal to ten (10) percent of the scheduled deployment price for the site.

For cancellations with five (5) or less business days' notice, or where the site has less than ten (10) users, Customer will be assessed the full price for the scheduled deployment at the time the schedule was originally locked.

User Cancellation: A user cancellation occurs when Customer cancels the Services for the user after the schedule has been locked and Customer either does not set a new date or the new date is scheduled beyond thirty (30) days of the original locked deployment schedule.

User Cancellation Fee Scenario:

Customer will be assessed the full price of the scheduled deployment for each user within the contiguous delivery of Services.

Any new scheduled date for a user that is outside the contiguous delivery of Services will be in accordance with the Change Management Process.

### Change Order Request

A written request by either party requesting change to the set of services or deadlines provided under this SOW. All Change Orders must be executed by both parties in accordance with the Change Management Process described in this SOW.

### Client Systems

Desktop: CPU and monitor; Laptop: which may include a docking station.

### Legacy System

The computer system installed at Customer's site which is to be upgraded or de-installed, removed and replaced with a Dell computer system during a site installation event. Server or workstation class computer systems and external peripherals are not Legacy Systems.

### Pricing Structure

Blended Pricing is based on the estimated units to be deployed per site per visit provided by Customer prior to the deployment. Variances in the estimated units to be deployed in excess of (+/-) five (5) percent of the actual units deployed per site per visit will be subject to Tiered Pricing.

Tiered Pricing is based on actual units deployed per site per visit.

### Reschedule

Site Reschedule: A site reschedule occurs when Customer reschedules the Services to be performed within thirty (30) days of the original locked deployment schedule (see "Cancellation").

Site Reschedule Fee Scenarios:

For reschedules with six (6) or more business days' notice, and where the site has ten (10) or more users, Customer will be assessed an administrative fee equal to ten (10) percent of the scheduled deployment price for the site.

For reschedules with five (5) or less business days' notice, or where the site has less than ten (10) users, Customer will be assessed the full price for the scheduled deployment at the time the schedule was originally locked.

User Reschedule: A user reschedule occurs when Customer reschedules the Services to be performed within thirty (30) days of the original locked deployment schedule.

User Reschedule Fee Scenarios:

Providing Dell can perform Service within the contiguous delivery of Services, Customer will be assessed the full amount of the scheduled deployment for each user.

Users rescheduled outside the contiguous delivery of Services will be in accordance with the Change Management Process.

### **Schedule Group**

Is a group of deployment events that are scheduled to occur on a specific date at a specific time at a specific location.

### **Service Hours**

Customer and Dell will agree upon the hours that Services are to be performed ("Service Hours"). Typical Service Hours options are:

Business Hours - Monday through Friday, 8:00 a.m. to 5:00 p.m. local time based on a forty (40) hour week, excluding nationally-observed holidays.

Outside Business Hours - Monday through Friday beyond 5:00 p.m. local time.

Weekends and Nationally-Observed Holidays - New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas.

### **Services**

The complete set of services to be performed by Dell described in this Statement of Work "SOW".



# Product Specifications

## Dell Chromebook 11

### Introducing Dell Chromebook 11

Enabling affordable 1:1 computing at school and home.



- Empower each student to learn and grow with an education class Chromebook that delivers fast, secure and easy to manage access to cloud-based applications and data.
- Enable educators and IT professionals to engage each student in key computing and learning initiatives, district-wide, through high performance and affordable computing.

## Dell Chromebook 11 & Student Computing Initiatives (1:1)

### Key elements for success

#### What School leaders know

- The web is a dynamic learning platform
- Teaching and learning is evolving
- Working with technology is the norm for students
- Creativity and collaboration skills can develop
- Web presence is increasingly more important
- Security and privacy is important at schools

#### Working with Dell Education on 1:1's

- Extending learning beyond the classroom
- Learning anytime, anywhere, on any device
- Increased communication and collaboration options
- Delivering a robust eco-system
- Increasing engagement – entire school community
- Support, deployment and management services



The right components for innovative 1:1 ecosystem



# Dell & Google Together for Education

## Partnering for comprehensive offerings for Next Generation Learning in 1:1's

### Strategy Formulation – Focus Areas

- **Empower each student to learn and grow** with an education class Chromebook that delivers fast, secure and easy to manage access to cloud-based applications and data.
- **Bring together complementary solutions.** Unite Dell Next Generation Teaching and Learning Solutions and Consulting with Google Teacher Certification practices.
- **Integrate Chrome Solutions into Dell's Next Generation Learning technology and infrastructure** including Dell gear & 3rd party HW/SW (e.g., Interactive whiteboards, projectors) and Managed Client and Managed Deployment, Consulting with ITSA,



## Enabling affordable 1:1 computing at school and home

- Empower each student to learn and grow with an education class Chromebook.
- Enable educators and IT professionals to engage each student in district-wide learning initiatives.

<p><b>Designed for 1:1 computing.</b> Enable essential functionality for students and educators to access, create and collaborate at a price point that makes student computing initiatives affordable.</p>	
<p><b>Exceptional Manageability and Security.</b> Easy to use cloud based management console greatly simplifies experience for school IT administrators and teachers, enhancing productivity.</p>	
<p><b>Best In class Ecosystem and Services.</b> Dell's award winning services provide a holistic, hassle free migration and integration experience. Dell's end to end ecosystem delivers the best possible experience for Education.</p>	



## Designed for 1:1 computing

Enable essential functionality for students and educators to access, create and collaborate at a price point that makes student computing initiatives affordable a single school room, an entire school, or throughout a school district.



### Affordability.

Affordable price point, including a comprehensive array of free and cost effective learning tools and resources for online and offline use.

### Education Apps for 1:1 computing.

Enable essential functionality and easy access to educational web applications through Google Apps in the Chrome Web Store, or pre-installed application packs ("app packs").

### Dell in Education.

Dell Professional Learning programs, and development resources, training and support opportunities, incorporate a variety of tools and programs. [www.google.com/edu](http://www.google.com/edu)

## Exceptional Manageability and Security

- Students are provided a secure experience while navigating education and collaboration resources.
- Easy to use and secure cloud based management console greatly simplifies experience for school IT administrators and teachers, enhancing productivity.



### Centralized management and deployment.

IT Administrators are empowered with easy to manage cloud-based applications and data to centrally configure, track, and manage a school or district-wide fleet of Chrome devices via a web-based console.

### Professional services and ProSupport for lifecycle management.

Dell services enable seamless transition of customers from an exchange environment to a cloud based environment.

### Automated Updates and Cloud based security.

IT Administrators can manage and setup automatic updates across all Chromebooks in the school's network, including pushing or removing web applications and enforcing safe-browsing policies.





## Best In Class Ecosystem and Services Support

Only Dell's award winning services provide a holistic, hassle free migration and integration experience. Dell's end to end ecosystem delivers the best possible experience for Education



### Ecosystem with Google.

Provide a comprehensive array of free and cost effective learning tools and resources for online and offline use.

### Professional Services.

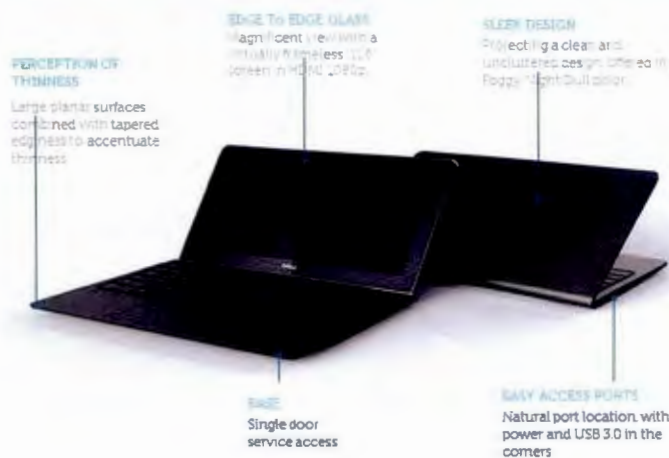
Configuration and Deployment for customization and installation needs. Dell ProSupport provides 24x7x365 troubleshooting and resolution for hardware and software.

### Dell Accessory Ecosystem.

Essential accessory ecosystem including Dell carts, headsets and projectors have been validated for compatibility to deliver an unsurpassed holistic learning experience for the classroom.

## Dell Chromebook Key Features

Enabling affordable 1:1 computing at school and home.



- 11.6" high-resolution, 1080p LCD display (1366x768) for **exceptional viewing**
- Best-in-class **performance** with an Intel® 2955u **Haswell** | 4GHz Dual Core processor
- **Front facing cameras** (2MP) for learning collaboration, great pictures and video.
- **Anywhere, anytime access to your data** with 100 GB Google Drive Cloud Storage in addition to 16GB or higher SSD storage
- An amazing form factor, weight **less than 3 lb.** and **battery life over 8 hrs.** make the Dell Chromebook perfect for Education.
- Easily **stay connected** with optional mobile broadband, Bluetooth 4.0 & 802.11 Wi-Fi.



	34 chromebooks per cart	
	\$13,580.75 per cart	
	*SBAC Test Takers	
	- Grades 3-8, 11	
	Data from CBEDS day	
	<b>Price per</b>	<b>Set in cart</b>
Cost per Chromebook	\$230.00	
Google Mgt. Console	\$25.20	
Services & Fees*	\$50.61	
<b>TOTAL: Chromebook</b>	<b>\$305.81</b>	<b>\$10,397.54</b>
Meraki M34 Access Point	\$758.50	
Bretford Storage Cart	\$1,516.19	
<b>TOTAL: Cart</b>	<b>\$2,274.69</b>	<b>\$2,274.69</b>
	<b>SUBTOTAL</b>	<b>\$12,672.23</b>
	<b>TAX 9%</b>	<b>\$908.52</b>
	<b>TOTAL: 1 Cart</b>	<b>\$13,580.75</b>
	<b>Peripherals (est.)</b>	<b>Total</b>
Headphones	\$0.99	\$19,127.79
Mice	\$3.02	\$25,966.93
Cart docking locks	\$75.00	\$18,975.00
		<b>\$64,069.72</b>
	*Services and Fees:	
	etching, asset & RFID tags, enrollment, updating, delivery, set up, testing, fee	





## QUOTATION

Quote #: **123589569**  
 Customer #: **WN99ABZ**  
 Contract #: **WSCA B27160**  
 Customer Agreement #: **12/18/2013**  
 Quote Date: **OAKLAND UNIFIED SCHOOL DIST**

Date: 12/18/2013 Customer Name:

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

### Sales Professional Information

SALES REP: CYNTHIA OLIVO PHONE: **1800 - 2893355**  
 Email Address: [Cynthia\\_OLIVO@Dell.com](mailto:Cynthia_OLIVO@Dell.com) Phone Ext: 5139366

<b>GROUP: 1</b>	<b>QUANTITY: 1</b>	<b>SYSTEM PRICE: \$230.00</b>	<b>GROUP TOTAL: \$230.00</b>
<b>Max quantity 11,000 units includes 2000 on lease.</b>			

Display	11.6 inch Display with HDMI 1080p (1366x768) resolution
Processor	Intel® 2955u Haswell 1.4GHz Dual Core processor
Memory	4GB (internal) DDR3 RAM
Hard Drive	16GB or higher SSD storage (SATA)
Connectivity	802.11b/g/n Wi-Fi + Bluetooth 4.0, Support for 3G/4G Wireless module (Optional)
Security	Browser based security with hardware TPM, Kensington Security Lock
Battery Life	Greater than 8 hours
Ports / Connectors	HDMI Port, 2x USB 3.0, SD Media Card reader, 1 x Headphone and microphone combo jack (with 4W Internal Stereo Speaker)
Webcam	Webcam, 2M Pixel or higher
Operating System	Chrome OS / Chromium OS
Weight	Less than 3lbs
Warranty	1 year depot repair/service

<b>SOFTWARE &amp; ACCESSORIES</b>	<b>GROUP TOTAL: \$1,516.19</b>
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CS- Oakland Unified School District OUSD- 36 Unit Netbook Storage Cart with Intelligent PWR Cust Pays FRT (A7396207)

Google Management Console

25.20

Service Group: MANAGED DEPLOYMENT	Units	P/U Price
- Laser Etching on Notebook (OUSD Logo)	7000	
- Asset Tagging, Labeling, Security Tag, & Asset Documentation	7000	
- Warehouse and Redeliver New Equipment per system	7000	
- Update Chromebooks to the latest OS and Enroll into the OUSD Google Apps	7000	\$47.61
- Wireless Cart Installation & Configuration (per Notebook)	225	
- Complete Onsite Testing of Laptops with Wireless	7000	
-Dell Program Management	7000	

<b>*Total Purchase Price:</b>		<b>\$328.49</b>
<b>Product Subtotal:</b>		\$230.00
<b>Tax:</b>		\$22.68
<b>Shipping &amp; Handling:</b>		\$0.00
<b>State Environmental Fee:</b>		\$3.00
<b>Shipping Method:</b>		LTL 5 DAY OR LESS

(\* Amount denoted in \$)

**Statement of Conditions**

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors. Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

This proposal is not intended to create a contractual relationship. Unless expressly agreed otherwise in a writing signed by the parties, all orders by OAKLAND UNIFIED SCHOOL DIST for Dell products and services shall be subject to Dell's Terms and Conditions of Sale-Direct, which can be found at [www.dell.com/terms](http://www.dell.com/terms), and which incorporate Dell's U.S. Return Policy, at [www.dell.com/returnpolicy#total](http://www.dell.com/returnpolicy#total). Please read those terms carefully and in their entirety, and note in particular that Dell EqualLogic and EqualLogic-branded products, Dell|EMC and EMC-branded products, PowerVault ML6000 tape libraries, non-Dell-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time. Orders also shall be subject to the terms of any applicable service contract(s), which can be found at [www.dell.com/servicecontracts](http://www.dell.com/servicecontracts).

All information supplied to OAKLAND UNIFIED SCHOOL DIST for the purpose of this proposal is to be considered confidential information belonging to Dell.

**About Dell**

Dell Inc. (NASDAQ: DELL) listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit [www.dell.com](http://www.dell.com).

**Privacy Policy**

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit [dell.com/privacy](http://dell.com/privacy).



# SALES QUOTATION

## Exhibit "B"

QUOTE NO.	ACCOUNT NO.	DATE
DXKL305	0373552	12/19/2013

**BILL TO:**  
 OAKLAND UNIFIED SCHOOL DISTRICT  
 1011 UNION ST RM 3

**SHIP TO:**  
 OAKLAND UNIFIED SCHOOL DISTRICT  
 Attention To: JOHN KRULL  
 900 HIGH ST  
 OUSD DISTRICT WAREHOUSE

Accounts Payable  
 OAKLAND, CA 94607-2236

OAKLAND, CA 94601-4405  
 Contact: JOHN KRULL 510.879.8872

Customer Phone #

Customer P.O. # MERAKI MR34 (255)  
 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
RYAN MILLER 866.285.2406	DROP SHIP-GROUND	NET 30 Days-Govt/Ed	

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
255	3121237	MERAKI MR34 CLOUD MGD AP Mfg#: MR34-HW Contract: MARKET	499.00	127,245.00
255	2021373	MERAKI ENT CLOUD CONTROLLER LIC 5Y Mfg#: LIC-ENT-5YR Contract: MARKET	243.50	62,092.50
255	2348945	Electronic distribution - NO MEDIA MERAKI AC ADAPTER F/MR SERIES AP Mfg#: AC-MR-1-US Contract: MARKET	16.50	4,207.50
			SUBTOTAL	193,545.00
			FREIGHT	0.00
			TAX	11,830.73

US Currency  
**TOTAL** 205,375.73

CDW Government  
 230 North Milwaukee Ave.  
 Vernon Hills, IL 60061

Fax: 312.705.6488

**Please remit payment to:**  
 CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515



# Exhibit "C"

School	Test Takers *	Carts	Chrome books	Investment
ALLENDALE	180	3	102	\$40,742.26
BELLA VISTA	248	3	102	\$40,742.26
BROOKFIELD ES	178	3	102	\$40,742.26
BURCKHALTER	144	2	68	\$27,161.50
CHABOT	284	4	136	\$54,323.01
East Oakland PRIDE	233	3	102	\$40,742.26
CLEVELAND	174	2	68	\$27,161.50
CROCKER HIGHLANDS SCHOOL	192	3	102	\$40,742.26
GREENLEAF	319	4	136	\$54,323.01
GLOBAL FAMILY	181	3	102	\$40,742.26
EMERSON	150	2	68	\$27,161.50
FRANKLIN	384	5	170	\$67,903.76
FRUITVALE	235	3	102	\$40,742.26
GARFIELD	268	3	102	\$40,742.26
GLENVIEW	234	3	102	\$40,742.26
LA ESCUELITA	131	2	68	\$27,161.50
GRASS VALLEY	145	2	68	\$27,161.50
FUTURES at LOCKWOOD	166	2	68	\$27,161.50
NEW HIGHLAND	140	2	68	\$27,161.50
HILLCREST SCHOOL	206	3	102	\$40,742.26
LAFAYETTE	148	2	68	\$27,161.50
LAUREL	270	3	102	\$40,742.26
LINCOLN	352	4	136	\$54,323.01
HORACE MANN	173	2	68	\$27,161.50
MARKHAM SCHOOL	147	2	68	\$27,161.50
JOAQUIN MILLER	207	3	102	\$40,742.26
MONTCLAIR	246	3	102	\$40,742.26
PARKER SCHOOL	92	2	68	\$27,161.50
PERALTA	177	3	102	\$40,742.26
PIEDMONT	169	2	68	\$27,161.50
REDWOOD HEIGHTS	189	3	102	\$40,742.26
COMMUNITY UNITED ES	174	2	68	\$27,161.50
SEQUOIA	204	3	102	\$40,742.26
SOBRANTE PARK	123	2	68	\$27,161.50
THORNHILL	170	2	68	\$27,161.50
ACORN WOODLAND	136	2	68	\$27,161.50
Howard	93	2	68	\$27,161.50
CARL MUNCK	148	2	68	\$27,161.50
HOOVER	141	2	68	\$27,161.50
KAISER	137	2	68	\$27,161.50
KOREMATSU	181	3	102	\$40,742.26
MANZANITA SEED	113	2	68	\$27,161.50
ESPERANZA	162	2	68	\$27,161.50
BRIDGES ACADEMY	181	3	102	\$40,742.26

School	Test Takers *	Carts	Chrome books	Investment
MANZANITA COMMUNITY SCHOOL	175	2	68	\$27,161.50
ENCOMPASS	148	2	68	\$27,161.50
MLK	151	2	68	\$27,161.50
PRESCOTT	103	2	68	\$27,161.50
International Community School	150	2	68	\$27,161.50
THINK COLLEGE NOW	158	2	68	\$27,161.50
SANKOFA	172	2	68	\$27,161.50
RISE	150	2	68	\$27,161.50
REACH ACADEMY	162	2	68	\$27,161.50
CLAREMONT	446	5	170	\$67,903.76
FRICK MS	314	4	136	\$54,323.01
WEST OAKLAND MS	215	3	102	\$40,742.26
BRET HARTE	541	6	204	\$81,484.51
BREWER	808	9	306	\$122,226.77
MONTERA	950	10	340	\$135,807.52
ROOSEVELT	574	6	204	\$81,484.51
WESTLAKE	575	6	204	\$81,484.51
MADISON MS	434	5	170	\$67,903.76
ELMHURST COMM PREP	365	4	136	\$54,323.01
ALLIANCE ACADEMY	390	5	170	\$67,903.76
ROOTS MS	352	4	136	\$54,323.01
UNITED For SUCCESS	435	5	170	\$67,903.76
COLISEUM COLLEGE PREP	283	4	136	\$54,323.01
MELROSE LEADERSHIP ACADEMY	223	3	102	\$40,742.26
URBAN PROMISE	324	4	136	\$54,323.01
COMMUNITY DAY MS	23	1	34	\$13,580.75
CASTLEMONT	159	2	68	\$27,161.50
FREMONT	202	3	102	\$40,742.26
McCLYMONDS HS	78	2	68	\$27,161.50
OAKLAND HIGH SCHOOL	386	5	170	\$67,903.76
OAKLAND TECH	501	6	204	\$81,484.51
SKYLINE	472	5	170	\$67,903.76
BUNCHE ACADEMY	47	1	34	\$13,580.75
DEWEY	29	1	34	\$13,580.75
Gateway Street	20	1	34	\$13,580.75
Sojourner Truth	28	1	34	\$13,580.75
COMMUNITY-DAY HIGH SCHOOL	56	1	34	\$13,580.75
LIFE ACADEMY	8	1	34	\$13,580.75
METWEST	201	3	102	\$40,742.26
RUDSDALE	37	1	34	\$13,580.75
Oakland International HS	58	1	34	\$13,580.75
	93	2	68	\$27,161.50
SUBTOTAL				\$3,435,930.28