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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Susan Beltz, Chief Technology Officer

Meeting Date March 12, 2025

Subject Approval of Resolution No. 2425-0154 Declaring it Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract With CDW Government, LLC (CDW-G) Properly Entered Into through the School Project for Utility Rate Reduction ("SPURR") Joint Powers Authority (JPA) and Approval of Purchase Agreement with CDW-G utilizing the School Project for Utility Rate Reduction ("SPURR") Joint Powers Authority (JPA)

Ask of the Board Approval by the Board of Education of Resolution No. 2425 - Declaring It Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract With CDW Government, LLC [CDW-G] Properly Entered Into Through the School Project for Utility Rate Reduction ("SPURR") Joint Powers Authority (JPA) and Purchase Agreement by and between District and CDW-G, Vernon Hills, IL, for Network Infrastructure Equipment and Services, as specified, for the term April 1, 2025 to September 30, 2027, in an amount not to exceed \$2,826,490.69, subject to the award of E-Rate funding.

Breakdown of costs

Equipment Replacements	Contract Amount	E-Rate Portion of Cost	Bond Funded
Core Routers	\$271,224.30	\$215,872.66	\$55,351.65
Switches	\$2,555,266.39	\$1,337,303.93	\$1,217,962.46
Totals	\$2,826,490.69	\$1,553,176.58	\$1,273,314.11

Background The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the federal Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist schools and libraries in the United States in obtaining affordable telecommunications and Internet access services.

E-Rate supports connectivity (the conduit or pipeline for communications using telecommunications services and/or the Internet) under two categories of service: Category 1 - data communications services/Internet access, and Category 2 - internal connections and basic maintenance. This contract is for equipment under Category 2.

E-Rate provides Category 2 discounts for communications support depending on the level of poverty and the urban/rural status of the population served, ranging from 20% to 85% of the costs of eligible services to schools, school districts, and libraries. This year, OUSD has an 81.5% National School Lunch Program eligibility percentage, translating into an 85% funding level for internal connections under Category 2.

Discussion

The Technology Services department seeks approval to purchase equipment and services to provide updated internet and network services to be installed at district sites. The quotes, obtained through the mini-bid process, include the procurement of UPS units and installation to update aging and non-functional equipment across the district. Per the included Resolution No. 2425-0154, this is a piggyback contract competitively bid by SPURR, which is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California's Joint Exercise of Powers Act.

The Technology Services department intends to apply for E-Rate funding to offset the fiscal impact of updating this equipment. The offset provided by the E-Rate program will be approximately 55% in this instance as not all items are eligible for reimbursement.

Fiscal Impact

The fiscal impact will be approximately \$1,273,314.11 from Measure Y - 10-9655-0-9000-8500-6420-986-9180-9906-9999-24174 after E-Rate discounts are applied.

Attachment(s)

- Resolution No. 2425-0154 - Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With CDW-G Properly Entered Into Through the School Project for Utility Rate Reduction ("SPURR") Joint Powers Authority (JPA)
- SPURR Joint Powers Agreement
- SPURR Master Contract SMC-TN-048
- E-Rate Purchase Agreement - Switching
- SPURR Authorization to Order (ATO) Form - Switching
- CDW-G Quote - Switching
- E-Rate Purchase Agreement - Routing
- SPURR Authorization to Order (ATO) Form - Routing
- CDW-G Quote - Routing

**RESOLUTION OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT**

Resolution No. 2425-0154

**Declaring It Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract
With CDW Government, LLC (CDW-G) Properly Entered Into Through the School Project for
Utility Rate Reduction ("SPURR") Joint Powers Authority (JPA)**

WHEREAS, Public Contract Code section 20118 ("section 20118") permits a school district, "without advertising for bids," to contract with "any public corporation or agency, including any county, city, town, or district, to . . . purchase materials, supplies, equipment, . . . and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the . . . purchases from a vendor" if the school Board determines it to be in the "best interests of the district";

WHEREAS, section 20118 further permits a school district to contract with a vendor that has an existing contract with another public corporation or agency "under the same terms that are available to the public corporation or agency under the existing contract";

WHEREAS, the School Project for Utility Rate Reduction (SPURR) is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California's Joint Exercise of Powers Act;

WHEREAS, SPURR is focused upon aggregating purchasing power and expertise for California public education agencies and other eligible entities by operating procurement and consulting programs for natural gas, electricity, LED lights, solar energy, telecommunications and internal networking, and expense management, and accomplishes this through a suite of statewide, competitively bid contracts that are available for "piggybacking" to state and local governments, including school districts;

WHEREAS, SPURR issued a Request for Proposal (RFP) for 2022 Network Infrastructure Equipment and Services on behalf of SPURR members on 10/27/2021 and invited qualified vendors to submit pricing for specified services in response to the RFP;

WHEREAS, state public agencies, including school districts, are eligible to use the SPURR statewide contracts pursuant to Government Code section 11541(a);

WHEREAS, OUSD is a signatory to the SPURR Joint Powers Authority;

WHEREAS, the SPURR Joint Powers Authority and CDW-G executed SPURR MASTER CONTRACT SMC-TN-048 effective February 7, 2022, with services under the master contract to be available for orders submitted to SPURR in the form of an Authorization to Order ("ATO") delivered to

SPURR on or before 6/30/2025;

WHEREAS, the District finds it advantageous to procure the equipment, licensing, services and support from CDW-G utilizing the SPURR Master contract;

NOW, THEREFORE, BE IT RESOLVED, the Board of Education (“Board”) finds that the Statewide Agreement was properly bid, awarded, executed, and approved based on the representation of the SPURR Joint Powers Authority and CDW-G, and the documents provided to OUSD;

BE IT FURTHER RESOLVED, the Board declares that it is in the best interest of the District to contract with CDW-G to procure the equipment, licensing, services and support;

BE IT FURTHER RESOLVED, the Board declares that it is in the best interest of the District to contract CDW-G, pursuant to the same terms and conditions found in the Agreement not-to-exceed amount of \$2,826,490.69, from April 1, 2025 to September 30, 2027, subject to the award of E-Rate funding.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 12th day of March, 2025, by the following vote:

PREFERENTIAL AYE:

PREFERENTIAL NOE:

PREFERENTIAL ABSTENTION:

PREFERENTIAL RECUSE:

AYES:

NOES:

ABSTAINED:

RECUSED:

ABSENT:

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on March 12, 2025.

Legislative File	
File ID Number:	25-0435
Introduction Date:	3/12/25
Enactment Number:	
Enactment Date:	
By:	

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard
President, Board of Education

Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

Approved by
Board of Education, OUSD
Date 10/9/96
Agenda No. 5
GCA No. 23
By 48



SCHOOL PROJECT FOR UTILITY RATE REDUCTION

Joint Powers Agreement

This Agreement is among those public agencies signatory to this Agreement and is for the purpose of establishing, operating and maintaining the School Project for Utility Rate Reduction (SPURR.)

This Agreement is entered into pursuant to the provisions of Sections 6500 et seq. (Joint Powers Agreement) of the California Government Code for the benefit of the School Districts, Community College Districts and the County Superintendents of Schools signatory hereto (and also those which may hereafter become signatory hereto), for the purpose of operating a program to be known and designated as the School Project for Utility Rate Reduction, herein after designated as SPURR, and;

WHEREAS, it is to the mutual benefit of the parties herein subscribed and in the best public interest of said parties to join together to establish this Joint Powers Agreement to accomplish the purposes herein after set forth, and;

WHEREAS, the signatories hereto have determined that there is a need by Public Educational Agencies to seek utility rate reduction, particularly for electricity and natural gas, and;

WHEREAS, Section 6502 of the Government Code of the State of California authorizes joint exercises by two or more public agencies of any power common to them;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC EDUCATIONAL AGENCIES, EACH OF THE PARTIES HERETO DOES HEREBY AGREE AS FOLLOWS:

1. CREATION OF THE SCHOOL PROJECT FOR UTILITY RATE REDUCTION (SPURR)

Pursuant to Title 1, Division 7, Chapter 5 of the Government Code, there is hereby created a public entity, separate and apart from the parties hereto, to be known as the School Project for Utility Rate Reduction, herein after designated SPURR.

SPURR shall have the powers common to the participating Districts and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following: to make and enter into contracts; to incur debts, liabilities and obligations; to acquire, hold or dispose of property; to receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations and any governmental entity; and to sue and be sued in its own name. Said powers shall be exercised in the manner provided by law, and except as expressly set forth herein, subject only to such restrictions upon the manner or exercising such powers as are imposed upon districts in the exercise of similar powers. It is specifically agreed that the debts, liabilities and obligations of SPURR shall not be debts, liabilities and obligations of the parties to this Agreement.

2. PURPOSE

The purpose of SPURR shall be to seek on behalf of the members the reduction of utility rates, especially for electricity and natural gas, in the service areas of Pacific Gas and Electric (PG&E) and the Sacramento Municipal Utility District (SMUD.)

3. MEMBERSHIP

Each party to this Agreement must be eligible for SPURR membership as defined in the Bylaws, and become a member on the effective date of this Agreement, and is entitled to the rights and privileges, and is subject to the obligations of membership, all as are provided in this Agreement. Public Educational Agencies desiring membership after initial operation has begun shall apply under the provisions of the Bylaws.

14. TERM, DISSOLUTION AND SEVERABILITY OF JOINT POWERS AGREEMENT

A. Term and Extension

This Joint Powers Agreement shall commence September 1, 1989 and be extended from year to year thereafter, commencing each July 1. The majority of the members of this Joint Powers Agreement may terminate this Joint Powers Agreement at any time, provided all parties dealing with SPURR and all SPURR members have been notified at least 30 days in advance.

B. Dissolution

In the event this Joint Powers Agreement is terminated by districts as herein allowed, the Treasurer shall, after all debts have been paid and property disposed of, distribute to each school district that is a party hereto on the effective date of dissolution, the balance of the SPURR assets on a pro rata basis according to the extent of each school district's contribution of funds hereunder since the creation of SPURR.

C. Severability

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

15. ASSIGNS

No party to this Joint Powers Agreement may sublet, assign, or transfer any interest in this Joint Powers Agreement without written consent of all of the parties thereto.

The parties thereto have caused this Joint Powers Agreement to be signed in their behalf by their duly authorized representatives on this _____ day of _____ by the following signatory School Districts, Community College Districts and County Superintendents of Schools

IN WITNESS WHEREOF, Consultant has executed this Agreement, & the District, by its _____, who is authorized to do so, has executed this agreement.

Consultant:

By: Shan W. Kelly Dated: _____

Its: Project Director

Oakland Unified School District:

By: Lucella Harrison Dated: _____

Its: President, Board of Education

By: Edgar K. Kautzman, Jr. Dated: _____
Reputy

Its: Secretary, Board of Education

Approved as to form and procedure:

Steven A. Royston, OUSD Dated: 2-11-97
General Counsel

SPURR MASTER CONTRACT: SMC-TN-048

This SPURR Master Contract (this “SMC”), is made effective as of February 7, 2022 (the “Effective Date”), by and between the School Project for Utility Rate Reduction (“SPURR”) and CDW Government LLC (“Vendor”). Additional information regarding Vendor is set forth on Appendix A to this SMC.

BACKGROUND

- A. SPURR is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California’s Joint Exercise of Powers Act.
- B. SPURR aggregates purchasing power and expertise for member and non-member facilities across California. In its Telecom and Networking Program, SPURR aggregates purchasing power and expertise for telecommunications, Internet access, and internal connections equipment goods and services (“Services”).
- C. The Schools and Libraries Program of the Universal Service Fund, commonly known as “E-Rate,” is administered by the Schools and Libraries Division of the Universal Service Administrative Company (“USAC-SLD”) under the direction of the Federal Communications Commission (“FCC”) and provides discounts to assist schools and libraries in the United States to obtain affordable telecommunications, Internet access, and internal connections equipment.
- D. SPURR has established contracts for Services through the following process:
 1. On 10/27/2021, SPURR issued a Request for Proposal for 2022 Network Infrastructure Equipment and Services (the “RFP”) on behalf of SPURR members. SPURR invited qualified vendors to submit pricing for specified Services in response to the RFP.
 2. In conjunction with publishing the RFP, SPURR posted on the USAC-SLD Website an E-Rate Form 470 Application, 220002709 as a consortium for Category 2 Services, consisting of Internal Connections; Basic Maintenance of Internal Connections.
 3. SPURR received at least one response to the RFP. SPURR evaluated all responses which complied with the terms of the RFP, using the following criteria:

○ Price:	40%
○ Prior Experience -Technical:	25%
○ Understanding of Specified RFP Needs:	20%
○ Management Capabilities / Company Capacity:	10%
○ Prior SPURR Program Experience:	5%
○ TOTAL:	100%
 4. SPURR selected Vendor for an award under the RFP for specified Services (the “Awarded Services”). The parties are entering this SMC to evidence the terms and conditions of that award.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows.

1. GRANT AND ACCEPTANCE OF AWARD

SPURR awards this SMC to Vendor under the RFP with respect to the Awarded Services at the prices listed in Appendix B. Vendor accepts the award subject to all terms and conditions of the RFP, which terms are incorporated by this reference except as expressly revised by this SMC.

Awarded Services may be delivered commencing on or after 7/1/2022 (the “Service Start Date”). Non-recurring Services defined as Category Two for E-Rate purposes may be delivered commencing on or after 4/1/2022.

Services under this SMC shall be available for orders submitted to SPURR in the form of an Authorization to Order (“ATO”) delivered to SPURR on or before 6/30/2025 (the “Order Due Date”), pursuant to the ATO process described below. SPURR and Vendor may agree to extend the Order Due Date for up to an additional two (2) years beyond the initial Order Due Date.

2. PRICING

This SMC includes the services and pricing offered to SPURR in Vendor’s RFP response, as identified in Tab 5 – Cost Proposals of the RFP and incorporated with any clarifications requested by SPURR into Appendix B of this SMC.

Prices offered by Vendor pursuant to this SMC are “ceiling” or “not-to-exceed” prices.

Vendor may offer lower prices under this SMC, if circumstances warrant.

For Services where Vendor offered SPURR pricing for equipment or services stated as a percentage discount or markup relative to Manufacturer’s Suggested Retail Price or a similar reference price (“MSRP”), then “ceiling” pricing means that Vendor will offer those percentage MSRP discounts or markups, or better, under this SMC through the Order Due Date.

In the case of Services where Vendor offered SPURR rates for professional or administrative services, including any subcontractor services, stated as a rate per hour or per project, then “ceiling” pricing means that Vendor will offer those rates, or better, under this SMC at least through the second anniversary of the Services Start Date. For offers after the second anniversary of the Services Start Date, Vendor may increase offered rates in line with inflation not more than once per year, in amounts as reasonably agreed in advance of such increases by SPURR and Vendor.

3. ELIGIBLE ENTITIES AND PARTICIPANTS

The pricing, terms, and conditions of this SMC will be made available to “Eligible Entities” for the purchase of Awarded Services, whether or not the Eligible Entity is eligible for, or intends to apply for, E-Rate discounts.

Eligible Entities are (a) all California public school districts, county offices of education, and community college districts, whether or not they are members of SPURR, and (b) any other public agency in California whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase Services through a procurement vehicle such as SPURR. With the consent of Vendor, Eligible Entities may be expanded to include California non-profit entities or public agencies outside of California.

Eligible Entities are free to participate, or not, in any SPURR program, including the Telecom and Networking Program. A “Participant” is an Eligible Entity who chooses to purchase Awarded Services through this SMC.

The parties acknowledge that each Participant is responsible for (a) conducting their own due diligence regarding the suitability of Vendor, Awarded Services, and this SMC for Participant’s needs, (b) entering into one or more agreements with Vendor to document the Awarded Service quantities, total costs, and delivery terms specific to Participant, and (c) if Participant is seeking E-Rate discounts, completing E-Rate Form 471 and all other E-Rate procedures and filings (except for the RFP and SPURR’s E-Rate Form 470s referenced above) necessary for Participant to obtain E-Rate discounts.

For purposes of compliance with California “prevailing wage” law, the parties acknowledge that each Participant is responsible for informing Vendor of the locations where work may be performed and any pertinent wage determination documentation.

The RFP was conducted for the limited purposes specified in the RFP. SPURR does not provide assurance or warranty to Vendor with respect to other issues. SPURR will not represent Vendor in the resolution of disputes with Participants.

4. AUTHORIZATIONS TO ORDER

To confirm Participant’s request to buy, and Vendor’s agreement to sell, specific Awarded Services using the RFP, Participant and Vendor must complete and execute an ATO for such Awarded Services and submit that ATO to SPURR prior to the Order Due Date.

The ATO will be in a form provided by SPURR to Vendor. The ATO will contain a specific description of the Awarded Services ordered, contact information for Vendor and Participant related to the Awarded Services ordered, and an acknowledgement that the purchase is subject to the terms of the RFP and this SMC.

Participant and Vendor may agree on contingencies applicable to delivery of and payment for Awarded Services, including but not limited to timing or funding contingencies. An executed ATO represents an authorization for a Participant to make a purchase under this SMC and does not, in and of itself, represent an obligation for Participant to make a purchase.

A completed ATO must be presented to SPURR not later than thirty (30) days after Participant and Vendor reach agreement on quantities and delivery terms for Awarded Services. SPURR will promptly review submitted ATOs and will accept timely submitted and properly completed ATOs. SPURR will provide copies of each accepted ATO to Vendor and Participant who are parties to that ATO.

An ATO is not valid for purchase of Awarded Services until the ATO has been accepted by SPURR, as evidenced by SPURR’s execution of the ATO.

5. PURCHASING UNDER SEPARATE SMCs

In compliance with FCC Order DA 14-1556, released and adopted October 28, 2014, and for the avoidance of doubt, this SMC does not restrict a Participant from purchasing equipment under one SMC while securing installation of that equipment under the same or another SMC. SPURR and Vendor recognize that each Participant shall determine for itself whether purchasing equipment and installation under separate SMCs is the most cost-effective approach to obtaining such equipment and installation services.

6. REPLACEMENT ITEMS

If, prior to the Order Due Date, items included in the Awarded Services are replaced by the supplier or manufacturer with new items, Vendor shall provide notice to SPURR of any replacement items **in advance** of Vendor offering replacement items to a Participant. The notice of replacement items must include (a) a description, price, and discount level (if any) for each replacement item, in searchable PDF format, (b) a written statement, signed by an officer of Vendor, that the replacement items are like-for-like substitutions of items originally included in the Awarded Services and are offered at prices and discount levels (if any) equal to or better than those in the original Appendix B price list.

If advance notice of replacement items is not provided to SPURR, then the replacement items are ineligible for purchase using the RFP, unless and until SPURR in its sole discretion waives the lack of advance notice.

7. PROGRAM PROMOTION

Vendor shall promote and support this SMC using methods that best suit the Vendor's business model, organization, and market approach. Vendor shall take the lead in generating interest in this SMC, shall make its existing clients who are Eligible Entities aware of this SMC, and shall use this SMC as Vendor's preferred form of contracting with Eligible Entities for Awarded Services. Vendor may create and to use marketing and sales materials with SPURR's logo, subject to SPURR's approval of text references to SPURR and the RFP.

Vendor's field and internal sales forces shall be trained and engaged in use of the SMC for the duration of the contract term, with a further commitment that all sales be accurately and timely reported. Vendor shall provide a single point of contact with the authority and responsibility for the overall success of promotion of the SMC.

SPURR shall promote use of this SMC through the creation of marketing materials, as well as active outreach to its constituents. SPURR and Vendor will conduct periodic reviews of Vendor's performance of the commitments outlined in this SMC, as well as leads, current projects and projected sales. If Vendor reports "No Sales" for four (4) consecutive quarters, the Vendor may be put on probationary status as specified by SPURR. If "No Sales" are reported during the probationary period, SPURR may terminate this SMC with a thirty (30) day written notice to the Vendor.

For equipment/goods available under this SMC, Vendor shall be expected to achieve a minimum of \$1 million in gross sales in Year 1 of the SMC and a minimum of \$2 million Year 2 of the SMC. For subscriptions or services available under this SMCs, Vendor shall be expected to achieve a minimum of \$250,000 in gross sales in Year 1 of the SMC and a minimum of \$500,000 in Year 2 of the SMC. Gross sales in Year 1 means the total amount specified in ATOs submitted between the Effective Date and the first anniversary of the Service Start Date. Gross sales in Year 2 of the SMC means the total amount specified in ATOs submitted after the first anniversary but prior to the second anniversary of the Service Start Date.

If minimum sales are not achieved, SPURR may terminate this SMC with a thirty (30) day written notice to the Vendor.

8. TRANSACTION REPORTING

Vendor will comply with all reasonable requests by SPURR for information regarding Vendor's transactions with Participants, including prompt transmittal of transaction data in electronic format.

9. ADMINISTRATIVE FEE

Vendor shall pay SPURR an administrative fee (the "Administrative Fee") equal to three percent (3.0%) of the gross invoiced amount of any Participant agreement with Vendor based on an award under the RFP, **including** any extensions or renewals of Services orders of any duration. Computations of the Administrative Fee shall exclude state, local, or federal sales, use or similar taxes levied on invoiced amounts.

The Administrative Fee is due and payable to SPURR within thirty (30) days of Vendor's receipt of payment for the Services. Past due Administrative Fees shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full. SPURR shall be entitled to recover from Vendor reasonable costs of collection, including reasonable attorney's fees, for any past due Administrative Fee balances.

A winning Vendor shall provide monthly or quarterly reports to SPURR showing in reasonable detail the Administrative Fee accrued and paid during such period. Reports to SPURR shall be due within

one month of the end of each month or quarter. Reports shall be provided in Excel, in a format reasonably acceptable to Vendor and to SPURR.

10. INDEMNIFICATION

Vendor will indemnify, defend and save harmless SPURR and any Participant contracting with Vendor under this SMC (“Indemnified Parties”) from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney’s fees or litigation expenses, which might be brought against or incurred by Indemnified Parties on account of loss or damage to any property or for injuries to or death of any person, directly caused by the gross negligence or willful misconduct of Vendor, its employees, agents, representatives, or subcontractors in connection with or incident to this SMC, or arising out of worker’s compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor, or its subcontractors or claims under similar laws or obligations. Vendor’s indemnification obligation will not extend to liability caused by the sole negligence of Indemnified Parties. The reference in this section to indemnification for “subcontractors” shall not include Original Equipment Manufacturers of Services who provide their own warranties to Participants.

11. ATTORNEYS’ FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this SMC, the prevailing party shall be entitled to reasonable attorneys’ fees in addition to any other relief to which the party may be entitled.

12. SEVERABILITY

If any provision of this SMC is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this SMC will be affected by such holding, and all of the remaining provisions of this SMC will continue in full force and effect.

13. DEFAULTS

If Vendor defaults in its obligations under this SMC, and if such default is not cured within thirty (30) days after notice of the default from SPURR to Vendor, then SPURR may pursue any available remedies against Vendor, including but not limited to revocation of the award to Vendor under the RFP.

14. GOVERNING LAW

This SMC shall be governed by California law, without regard to principles of conflicts of law.

15. NOTICES

All notices under this SMC must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, or (c) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this SMC, or at such other addresses as either party may subsequently designate by notice.

16. TERM

The term of this SMC (the “Term”) shall commence on the Effective Date and shall expire on the Order Due Date, subject to (a) extension of the Order Due Date by agreement of the parties as set forth above, and to (b) SPURR’s rights to terminate the SMC as set forth above.

The parties understand that Participants may order Awarded Services under this SMC to be delivered after the Term of this SMC. In some cases, Awarded Services may be delivered over

multiple years after the Term. **The expiration or termination of this SMC shall not affect Vendor's obligation to deliver Awarded Services as ordered by Participants during the Term of Vendor's right to receive payment for Awarded Services.**

The parties' respective obligations under the following sections of this SMC shall survive any termination of this SMC: Sections 8 through 15, covering Transaction Reporting, Administrative Fee, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

IN WITNESS WHEREOF, the parties have executed this SMC as of the Effective Date.

SCHOOL PROJECT FOR UTILITY RATE
REDUCTION, a California joint powers
authority

By: Michael Rochman, Managing Director



Address for Notice:

Attn: Managing Director
1850 Gateway Blvd, Suite 235
Concord, CA 94520
Phone: (925)743-1292
Email: Service@spurr.org

CDW Government LLC, a limited liability
company

Dario Bertocchi

By: _____

Print Name: Dario Bertocchi

Print Title: Director, Program Sales

Address for Notice:

Attn: Director, Program Sales; cc: General Counsel
Address: 230 N. Milwaukee Ave

City, State, Zip: Vernon Hills, IL 60061

Phone: 847-371-6080

Email: cdwg-premiumpages@cdw.com

APPENDIX A – VENDOR INFORMATION

Vendor: CDW Government LLC
SPURR Master Contract: SMC-TN-048
RFP Issued: 10/27/2021
RFP Title: 2022 Network Infrastructure Equipment and Services
E-Rate Services Category: 2
SPURR's E-Rate Form 470 ID: 220002709

Vendor URL (home page or page specific to SPURR program): Pending.
Vendor's E-Rate Service Provider Identification Number (SPIN): 143005588
General Description of Vendor: CDW-G is a global system integrator that enables and empowers our customers to get the most out of the transformational impact of our partners' technology.

SMC Notice Contact

Name: Dario Bertocchi; Rick Kulevich
Title: Dir, Program Sales; cc: General Counsel
Address: 230 N. Milwaukee Ave
City, St, Zip: Vernon Hills, IL 60061
Phone: _____
Email: _____

Sales Contact

Name: Angela Gadiant
Title: Field Sales Manager
Address: 230 N. Milwaukee Ave
City, St, Zip: Vernon Hills, IL 60061
Phone: 312.547.2264
Email: angela@cdwg.com

Technical Contact

Name: JJ Josen
Title: Sr. Manager Integrated Service Delivery
Address: 21929 Cortina Pl
City, St, Zip: Chatsworth, CA 91311
Phone: 818.254.1739
Email: jonajos@cdw.com

Invoicing/Payables Contact

Name: Tina Paddock
Title: Accounts Receivable Manager
Address: 200 N. Milwaukee Ave
City, St, Zip: Vernon Hills, IL 60061
Phone: 847.419.6212
Email: tinasae@cdw.com

E-Rate Contact (Optional)

Name: Jeff Hagen
Title: Manager, Program Management
Address: 230 N. Milwaukee Ave
City, St, Zip: Vernon Hills, IL 60061
Phone: 813.462.4055
Email: jeff.hagen@cdwg.com

Other Contact (Optional)

Name: _____
Title: _____
Address: _____
City, St, Zip: _____
Phone: _____
Email: _____

APPENDIX B – VENDOR PRICING

Vendor: CDW Government LLC

SPURR Master Contract: SMC-TN-048

RFP Issued: 10/27/2021

RFP Title: 2022 Network Infrastructure Equipment and Services

Services:

a. Cisco Systems and Cisco Meraki equipment

b. Extreme Networks equipment

c. Fortinet equipment

d. HPE and HPE Aruba equipment

e. Juniper Networks equipment

f. Palo Alto Networks equipment

g. Ruckus equipment (wired)

h. APC UPS/Power Conditioning

i. Vertiv UPS/Power Conditioning

j. Network Wiring and Basic Maint of Internal Connections, which may include installation, project management, software and basic tech support services related to above named equipment

k. Any additional components not listed (transceivers, modules, cables, power supplies, patch cords, etc.) needed for items listed to function and operate correctly

Price List: Itemized price list must either (a) be attached to SMC, or (b) if document is too lengthy to attach conveniently, be provided to SPURR in a searchable spreadsheet or PDF format file with a title referencing SMC-TN-048 and the pricing file effective date.



Oakland Unified School District

E-Rate Juniper Switching
2/13/2025
Funding Year 2025-2026



**CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061**



2/13/2025

Oakland Unified School District
1011 Union Street
Oakland, CA, 94607

RE: CDW Government's Response to Oakland Unified School District's E-Rate Juniper Switching,

To Whom It May Concern,

Oakland Unified School District is seeking to identify a reliable and experienced IT partner capable of managing your E-Rate initiative. Our response demonstrates CDW Government's unique ability to contribute to the overall success of this initiative.

CDW Government LLC (CDW•G) is a global systems integrator, impacting 75 million students across 34 countries. With over 30 years of experience, we are a trusted partner to more than 15,000 school districts nationwide. Benefits of partnering with us include:

- **History of Success:** CDW•G is a leading E-Rate provider with extensive experience and expertise in supporting K-12 customers since 1998. To date we have managed more than 19,550 E-Rate projects for schools and libraries nationwide.
- **Strong Partnerships:** We maintain strong relationships with more than 1,000 vendor partners to provide the best products, services, and support to our customers, including leading networking partners well-versed in Internal Connections (IC).
- **In-House Expertise:** We can support you on your E-Rate journey from beginning to end with our dedicated in-house resources and technical experts. Our E-Rate teams ensure contract compliance and expert handling of specialized E-Rate invoicing, as well as offer expert advice. Additionally, our presales IT specialists, can provide you with invaluable, ongoing consult.
- **Dedicated Account Team:** With CDW•G, you are supported by a highly trained and experienced account team, including a dedicated account manager, who serves as your primary point of contact, and is responsible for coordinating all your needs.

Please contact your Executive Account Manager, **Ryan Miller**, at **(312) 705-6288** or **ryanmil@cdwg.com** with any questions. We thank you for the opportunity to participate in the 470 response process and are confident you will find our response advantageous from both a strategic and budgetary standpoint.

Sincerely,

Justin Schwier
Manager, Proposals
CDW Government LLC

Bid Documents and Forms

References

Monterey Peninsula Unified School District

Address: 700 Pacific St., Monterey, CA 93942
Contact: Manuel Zamudio
Phone #: (831) 392-3948
Email Address: mzamudio@mpusd.k12.ca.us

Name of Project: District Wide Switching Upgrade

Brief Description of Project: District wide switching upgrade across all locations including installation and configuration services

Union School District

Address: 5175 Union Ave, San Jose, CA 95124
Contact: Eric Fonseca
Phone #: (408) 377-8010
Email Address: fonsecae@unionsd.org

Name of Project: District Wide Switching Upgrade

Brief Description of Project: District wide switching upgrade across all locations including installation and configuration services

Salinas Union High School District

Address: 431 W. Alisal St., Salinas, CA 93901
Contact: Mike Allen
Phone #: (831) 796-7070
Email Address: mike.allen@salinasuhd.org

Name of Project: District Wide Switching Upgrade

Brief Description of Project: District wide switching upgrade across all locations including installation and configuration services

Pricing Offer and E-Rate Purchase Agreement

Upon award, to facilitate contract execution with our countersignature, please sign the enclosed E-Rate agreement and send to ryanmil@cdwg.com and 470award@cdwg.com.

Before the Services are to be performed, CDW•G will provide a Statement of Work (SOW) detailing the exact scoping and pricing of the services to be provided, which will be executed by both parties prior to the start of services. The SOW will reflect the terms and conditions as negotiated between the parties during the bidding and contracting process.

This E-Rate Customer Purchase Agreement (this “Agreement”) is entered into the date the contract is signed, and effective on April 1, 2025 (“Effective Date”) and is made by and between CDW Government LLC an Illinois limited liability corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 (“Seller”), and Oakland Unified School District a non-profit school or library eligible for Universal Service funding, as defined below.

E-Rate Contract Number	139360	Spin #	143005588
E-Rate Funding Year	2025	FCC Registration #	0012123287
Customer	Oakland Unified School District 1011 Union Street Oakland, CA, 94607	Seller	CDW Government LLC 230 N. Milwaukee Avenue Vernon Hills, IL 60061
Effective Date	April 1, 2025	Quoted Items (see exhibit 1)	

1. DEFINITIONS

As used in the Agreement, the following terms shall have the meanings set forth below:

- A. “Universal Service Administrative Co.” or “USAC” – The not for profit organization designated by the U.S. Federal Communications Commission (“FCC”) to administer and ensure compliance with the Universal Services Fund.
- B. “SLP” - The Schools and Libraries Program of the Universal Service Fund, which includes the E-Rate Program and that is administered by USAC under the direction of the FCC.
- C. “E-Rate” – The education rate funding program that is a part of SLP that provides discounts to keep students and library patrons connected to broadband and voice services and which is one of the programs that form the Universal Service Program.
- D. “Funding Commitment Decision Letter” or “FCDL” – A letter that a Customer receives from USAC which indicates the applicable discount amount for a specific funding year.
- E. “Products” – E-Rate eligible products or services that include computer related hardware but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items which are eligible for E-Rate discounts in accordance with the rules issued by USAC.
- F. “Funding Year” – The specific calendar period, as defined by the SLP, during which the Customer is approved for funding or discounts on Products. FY 2025 is in reference to the program year.

2. TERMS AND CONDITIONS

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions of the SPURR Cisco - Networking Contract (SMC-TN-048) Contract, unless otherwise stated herein in the Agreement.

3. PURCHASE AUTHORIZATIONS

A. E-Rate Status

- i. Customer represents and warrants that it qualifies as eligible under the SLP to receive E-Rate funding.
- ii. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT AS REQUIRED BY FCC.

B. E-Rate Purchases

- i. Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible to receive E-Rate funding as specified by USAC.
- ii. IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO USAC The Form 486 shall be approved by USAC prior to order placement with Seller. See Payment Terms for details.

4. ORDERING AND ASSISTANCE

A. Ordering

Purchase orders shall be submitted through electronic means (email, electronic data interchange (EDI), etc.) directly to Customer's dedicated account manager. Alternatively, if a copy must be sent via mail, common courier, etc., please reach out to your account manager for the appropriate mailing address.

B. Other Requirements

- i. All purchase orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) CDW Part Number and OEM Part Number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLP owes (if applicable) 8) ship to location; 9) bill to location; 10) BEAR or SPI Order; and 11) FCC Form 471 and Funding Request Number (FRN) number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.
- ii. If the Customer is unable to commit the full purchase order amount, any balance remaining that was not funded or approved for payment by USAC will be the responsibility of the Customer. The Customer must add the following language to its purchase order:

“The total cost of this purchase order is \$ _____. The E-Rate portion is \$ _____, and is committed by USAC. If there is any reduction or denial of payment with the E-Rate portion, Oakland Unified School District accepts full responsibility for the cost of this purchase, \$ _____.”

- iii. Should Customer choose to add Product or make substitutions to the Products originally sought, following USAC's funding decision, Customer agrees it will be responsible for the amounts owed for the added or substituted Products in excess of its committed funding from USAC.
- iv. Customer must complete installation of Products ordered pursuant to this Agreement within thirty (30) days of delivery. In the event Customer, or a third party hired by Customer to complete the installation, fails to install the Products within the timeframe provided herein, the Parties acknowledge and agree that Customer will begin to accrue interest on the amounts owed for such Products in an amount of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law.

C. Assistance with Order

- i. Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are inconsistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall not be valid, are considered null and void and shall not be applicable to or binding on Seller.
- ii. FOR PRODUCTS WHICH ARE DISCONTINUED AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO OFFER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE, IF AVAILABLE, UPON SLP'S APPROVAL OF THE PRODUCT SUBSTITUTION. ANY INCREASE IN PRICE THAT CANNOT BE ABSORBED BY THE SELLER WILL BE THE RESPONSIBILITY OF Oakland Unified School District.

5. PRICE AND PAYMENT TERMS

- i. Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.
- ii. Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable laws and regulations.

A. Price

The Price shall be as set forth on the Customer's quote from Seller and which is in the form attached hereto as Exhibit I, and as amended from time to time. All prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer.

Payment Terms

CDW Government LLC

SPIN #143005588

2/13/2025

To the extent allowable, all information and documents hereby submitted in this response to Oakland Unified School District are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

© CDW Government LLC 2025

- i. All payments, regardless of method, shall be submitted to “Accounts Receivable,” please contact your account manager for payment method options.
- ii. CUSTOMER MAY EITHER WAIT TO PLACE AN ORDER PRIOR TO OR AFTER RECEIPT OF ITS FCDL. IN THE EVENT THAT CUSTOMER PLACES AN ORDER PRIOR TO RECEIPT OF THE FCDL, CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT OF THE ENTIRE PURCHASE PRICE WITHOUT REGARD TO SLP FUNDING.
- iii. Customer must choose one of the following payment methods. However, Customers that choose to order Products prior to receiving their FCDL must follow the BEAR payment method.

Form 474 Service Provider Invoice (SPI) Method

Seller will invoice the Customer for the Product price, as set forth on the Product quote, net of the FCDL amount. Customer shall be responsible for making payment within thirty (30) days from date of invoice. There must be an approved FCC Form 486 prior to placing the SPI order.

Form 472 Billed Entity Applicant Reimbursement (BEAR) Method

Seller will invoice Customer, upon Product shipment, for the total purchase price without regard to any SLP funding applied to that purchase price for the Products. Customer shall pay the invoiced amount within thirty (30) days from the date of invoice.

- iv. Seller accepts BEAR orders beginning April 1 before the beginning of the Funding Year. Seller accepts SPI orders beginning July 1 of the Funding Year when Customer has received its FCDL and completed the FCC Form 486, Seller DOES NOT accept SPI orders before July 1 of the Funding Year, or prior to the Form 486 approval by USAC.

6. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller’s advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

The term of this Agreement shall commence on April 1, 2025 (“Effective Date”) and be valid through the later of the Funding Year 2025 or 9/30/2026.

- i. Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer.

Customer may terminate this Agreement or withdraw an order upon written notice to Seller if: (a) funds are not appropriated to Customer under this program, or (b) Customer’s School Board rejects this Agreement (“Termination Notice”). In the event that Customer terminates this Agreement due to non-appropriation of funds,

or termination for convenience, then Seller may immediately cease performance. However, the Customer shall remain liable for any Products that have shipped or services, already provided, or have been subscribed or purchased prior to Seller's receipt of the Termination Notice. Customer shall also be responsible for any of Seller's out-of-pocket costs arising as a result of any such termination.

- ii. In the event Customer receives an extension of funding from SLP, Customer will notify Seller in writing and the parties may agree to execute an amendment to extend this Agreement.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier to the party's address listed above

8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. GOVERNING LAW

This Agreement will be governed by the laws of CA, without regard to conflicts of law rules. Any litigation will be brought exclusively in a federal or state court located in the state or commonwealth where Customer's location identified above, and the parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof. The parties further consent to the exercise of personal jurisdiction.

11. DOCUMENT RETENTION

All documents related to this Agreement will be kept on file by both parties for a period of ten (10) years after the project completion in accordance with the rules of the SLP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CDW Government LLC



(Authorized Signature)

Anup Sreedharan

Printed Name

Title: Sr. Mgr., Program Sales

Date: 2/12/2025

Oakland Unified School District

(Authorized Signature)

Printed Name

Title: _____

Date: _____

**** Upon award, to facilitate contract execution with our countersignature, please sign the enclosed E-Rate agreement and send to ryanmil@cdwg.com and 470award@cdwg.com**

EXHIBIT I – Pricing Offer



AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT (SMC)

SPURR Master Contract: SMC-TN-048

Vendor: CDW Government LLC

RFP Title: 2022 Network Infrastructure Equipment and Services

RFP Issued: 10/27/2021

E-Rate Category: 2

SPURR Form 470: 220002709

Participant Form 470, if referenced: N/A

Awarded Services covered by SMC-TN-048: Listed in the SMC and on page 2 of this ATO

Awarded Services ordered through this ATO: See attached line item description or quote file

Services Order Date: Pending Award

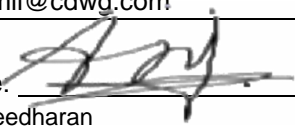
Scheduled Services Start Date: Pending Award

Total Order Value: \$2,555,266.39

Capitalized terms not defined in this ATO have the meanings ascribed to them in the above-referenced RFP and SMC. Participant confirms that it has agreed to buy from Vendor, and Vendor confirms that it has agreed to sell to Participant, the Awarded Services specified in this ATO, pursuant to the RFP, the SMC, and the attached General Terms and Conditions (February 10, 2022 revision).

Please submit a PDF file of the completed ATO to SPURR at service@spurr.org or to SPURR's designated agent not later than thirty (30) days after Participant and Vendor reach agreement on quantities and delivery terms for Awarded Services and not later than the Order Due Date. SPURR will review and send an accepted ATO to Participant and Vendor for their files.

An ATO is not valid for purchase of Awarded Services until the ATO has been accepted by SPURR, as evidenced by SPURR's execution of the ATO.

<u>Participant Authorization</u>	<u>Vendor Authorization</u>
Participant: <u>Oakland Unified School District</u>	Vendor: <u>CDW Government LLC</u>
Street Address: <u>1011 Union St.</u>	Street Address: <u>200 N Milwaukee Ave</u>
City, St, Zip: <u>Oakland, CA 94607</u>	City, St, Zip: <u>Vernon Hills, IL 60061</u>
Contact Name: <u>Colleen Calvano</u>	Contact Name: <u>Ryan Miller</u>
Contact Title: <u>Director of Technology</u>	Contact Title: <u>Executive Account Manager</u>
Contact Phone: <u>510-879-2202</u>	Contact Phone: <u>312-705-6288</u>
Contact Email: <u>colleen.calvano@ousd.org</u>	Contact Email: <u>ryanmil@cdwg.com</u>
Authorized Signature: _____	Authorized Signature: 
Print Name: _____	Print Name: <u>Anup Sreedharan</u>
Print Title: _____	Print Title: <u>Sr. Mgr. Program Sales</u>
Date: _____	Date: <u>2/12/2025</u>
<u>SPURR Acceptance</u>	
Authorized Signature: _____	Date: _____
Michael Rochman Managing Director	

Awarded Services covered by SMC-TN-048:

- a. Cisco Systems and Cisco Meraki equipment
- b. Extreme Networks equipment
- c. Fortinet equipment
- d. HPE and HPE Aruba equipment
- e. Juniper Networks equipment
- f. Palo Alto Networks equipment
- g. Ruckus equipment (wired)
- h. APC UPS/Power Conditioning
- i. Vertiv UPS/Power Conditioning
- j. Network Wiring and Basic Maint of Internal Connections, which may include installation, project management, software and basic tech support services related to above named equipment
- k. Any additional components not listed (transceivers, modules, cables, power supplies, patch cords, etc.) needed for items listed to function and operate correctly

General Terms and Conditions, February 8, 2022 revision

A. BACKGROUND OF PROGRAM

1. SPURR is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California's Joint Exercise of Powers Act.
2. SPURR aggregates purchasing power and expertise for member and non-member facilities across California.
3. In its Telecom & Networking Program, SPURR aggregates purchasing power and expertise for telecommunications, Internet access, and internal connections equipment goods and services.
4. The Schools and Libraries Program of the Universal Service Fund, commonly known as "E Rate," is administered by the USAC-SLD under the direction of the FCC and provides discounts to assist schools and libraries in the United States to obtain affordable telecommunications, Internet access, and internal connections equipment.
5. SPURR has established contracts for Services through issuance of the RFP described on the cover page of this ATO. SPURR invited qualified vendors to submit pricing for specified Services in response to the RFP, posted various print and online notices of the RFP, and posted on the USAC-SLD Website an E-Rate Form 470 Application in connection with the RFP.
6. SPURR stated in the RFP that the pricing, terms, and conditions of any award pursuant to the RFP would be made available to Eligible Entities to allow them to purchase Service through SPURR as a procurement vehicle.
7. SPURR evaluated all responses which complied with the terms of the RFP, using the following criteria:
 - Price: 40%
 - Prior Experience -Technical: 25%
 - Understanding of Specified RFP Needs: 20%
 - Management Capabilities/Company Capacity: 10%
 - Prior SPURR Program Experience: 5%
 - TOTAL: 100%
8. SPURR selected Vendor for an award under the RFP for the Awarded Services and entered into the SMC to evidence the pricing, terms, and conditions of that award.
9. As stated in the RFP, the SMC will be made available to Eligible Entities for the purchase of Awarded Services.
10. To confirm Participant's request to buy, and Vendor's agreement to sell, Awarded Services using the SMC, Participant and Vendor must complete and execute an ATO for such Awarded Services and submit that ATO to SPURR.
11. An executed ATO represents an authorization for a Participant to make a purchase under this SMC and does not, in and of itself, represent an obligation for Participant to make a

purchase. Participant and Vendor may agree on contingencies applicable to delivery of and payment for Awarded Services, including but not limited to timing or funding contingencies.

12. The Services Start Date and the Order Due Date are set forth in the SMC.

B. PARTICIPANT AGREES AS FOLLOWS:

1. Participant accepts the terms and conditions of the RFP and the SMC related to any Awarded Services to be purchased by Participant.
2. Participant agrees to provide any information reasonably requested by SPURR to verify Awarded Services purchased by Participant from Vendor.
3. Participant agrees that it is responsible for (a) conducting their own due diligence regarding the suitability of Vendor, Awarded Services, and this SMC for Participant's needs and cost-requirements, including but not limited to its procurement rules and cost-effectiveness requirements, (b) documenting the Awarded Service quantities, total costs, and delivery terms specific to Participant, and (c) if Participant is seeking E-Rate discounts, completing E-Rate Form 471 and any other E-Rate procedures and filings (except for the RFP and SPURR's E-Rate Form 470 referenced above) necessary for Participant to obtain E-Rate discounts.
4. Participant agrees that SPURR is not responsible for payment for any Awarded Services ordered requested by Participant.
5. For purposes of compliance with California "prevailing wage" law, Participant is responsible for informing Vendor of the locations where work may be performed and any pertinent wage determination documentation.

C. VENDOR AGREES AS FOLLOWS:

1. Vendor affirms the applicability of the terms and conditions of the RFP and the SMC to the Awarded Services referenced in this ATO.
2. Vendor agrees to promptly report to SPURR any revisions to the line item Project description attached this ATO.
3. The "Total Order Value" stated on the cover page of this ATO includes Awarded Services subject to the Administrative Fee and certain pass-through items (e.g., sales tax) not subject to the Administrative Fee.
4. As part of its reporting obligations to SPURR under the SMC, Vendor agrees to provide SPURR with a reasonably detailed report of the Awarded Services referenced in this ATO that are subject to the Administrative Fee and any related pass-through costs not subject to the Administrative Fee.

**Please attach line item descriptions of the Awarded Services to be ordered through this ATO.
An itemized quote file is sufficient for this purpose.**



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

COLLEEN CALVANO,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at <https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html>

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PHJX400	2/12/2025	ERATE JUNIPER SWITCHING FINAL	373552	\$2,555,266.39

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Juniper EX4400 Ethernet Switch Mfg. Part#: EX4400-48XP Contract: SPURR Juniper Networking (SMC-TN-048)	100	8115379	\$3,725.00	\$372,500.00
Juniper Rack Mount Kit Mfg. Part#: EX-RMK UNSPSC: 31162313 Contract: SPURR Juniper Networking (SMC-TN-048)	100	1953389	\$35.50	\$3,550.00
Juniper Standard Power Cord Mfg. Part#: CBL-PWR-C15-C14-US Contract: SPURR Juniper Networking (SMC-TN-048)	100	6815277	\$45.00	\$4,500.00
Juniper EX JPSU-2000-C-AC-AFO 2000W Power Supply Mfg. Part#: JPSU-2000-C-AC-AFO Contract: SPURR Juniper Networking (SMC-TN-048)	100	8115380	\$665.00	\$66,500.00
JUNIPER EARTE BUNDLE SW EX PREM C3 Mfg. Part#: S-EX-P-C3-7M1-N-E Electronic distribution - NO MEDIA Contract: SPURR Juniper Networking (SMC-TN-048)	100	8259251	\$3,775.00	\$377,500.00
JUNIPER SW EX FLOW-BASED TEL LIC Mfg. Part#: S-EX-FBT-P Electronic distribution - NO MEDIA Contract: SPURR Juniper Networking (SMC-TN-048)	100	8257688	\$775.00	\$77,500.00
Juniper EX4400 Ethernet Switch	100	8120281	\$4,365.00	\$436,500.00

QUOTE DETAILS (CONT.)

Mfg. Part#: EX4400-48MXP

Contract: SPURR Juniper Networking (SMC-TN-048)

Juniper Rack Mount Kit	100	1953389	\$35.50	\$3,550.00
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Mfg. Part#: EX-RMK

UNSPSC: 31162313

Contract: SPURR Juniper Networking (SMC-TN-048)

Juniper Standard Power Cord	100	6815277	\$45.00	\$4,500.00
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Mfg. Part#: CBL-PWR-C15-C14-US

Contract: SPURR Juniper Networking (SMC-TN-048)

Juniper EX JPSU-2000-C-AC-AFO 2000W Power Supply	100	8115380	\$665.00	\$66,500.00
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Mfg. Part#: JPSU-2000-C-AC-AFO

Contract: SPURR Juniper Networking (SMC-TN-048)

JUNIPER EARTE BUNDLE SW EX PREM C3	100	8259251	\$3,775.00	\$377,500.00
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Mfg. Part#: S-EX-P-C3-7M1-N-E

Electronic distribution - NO MEDIA

Contract: SPURR Juniper Networking (SMC-TN-048)

JUNIPER SW EX FLOW-BASED TEL LIC	100	8257688	\$775.00	\$77,500.00
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Mfg. Part#: S-EX-FBT-P

Electronic distribution - NO MEDIA

Contract: SPURR Juniper Networking (SMC-TN-048)

Juniper Networks Ethernet Direct Attach Twinax Cable Compatible for QSFP28	100	4204940	\$100.00	\$10,000.00
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Mfg. Part#: JNP-100G-DAC-1M

UNSPSC: 26121609

Contract: SPURR Juniper Networking (SMC-TN-048)

Juniper 3M Passive Direct Attach Cable Compatible 100G QSFP28	110	4204959	\$115.00	\$12,650.00
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Mfg. Part#: JNP-100G-DAC-3M

UNSPSC: 26121609

Contract: SPURR Juniper Networking (SMC-TN-048)

Juniper SFP28 Module	200	6493050	\$1,235.00	\$247,000.00
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Mfg. Part#: EX4400-EM-4Y

Contract: SPURR Juniper Networking (SMC-TN-048)

INSTALL-NEW SITE	1	3573044	\$291,672.00	\$291,672.00
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Mfg. Part#: INSTALL REQUESTED

INSTALLATION/CONFIGURATION SERVICES

Contract: MARKET

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$2,429,422.00
SHIPPING	\$0.00
SALES TAX	\$125,844.39
GRAND TOTAL	\$2,555,266.39

PURCHASER BILLING INFO	DELIVER TO
Billing Address: OAKLAND UNIFIED SCHOOL DISTRICT ACCTS PAYABLE 1011 UNION ST OAKLAND, CA 94607-2236 Phone: (510) 879-8373 Payment Terms: ERATE QUOTES ONLY	Shipping Address: OAKLAND UNIFIED SCHOOL DISTRICT 4917 MOUNTAIN BLVD TECHNOLOGY SERVICES OAKLAND, CA 94619 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Ryan Miller | (866) 285-2406 | ryanmil@cdwg.com

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STATEMENT OF WORK

Project Name:	Oakland USD - E-Rate 28 Juniper Switching Implementation	Seller Representative: Jeff Mitchell
Customer Name:	OAKLAND UNIFIED SCHOOL DISTRICT	+1 (847) 4656000
CDW Affiliate:	CDW Government LLC	jeffmit@cdw.com
Subcontractor:	Traversa Solutions, Inc.	Solution Architect:
Date:	February 12, 2025	
Drafted By	Meagan Bostek	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and OAKLAND UNIFIED SCHOOL DISTRICT (“**Customer**,” and “**Client**,”).

This SOW shall be governed by that certain SPURR MASTER CONTRACT: SMC-TN-048 (Network Infrastructure Equipment and Services) between CDW Government LLC and SPURR, effective February 7, 2022 (the “**Agreement**”) If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE

Provider to perform E-Rate Juniper LAN services for Customer as they are seeking to upgrade their switches across their 108 Customer sites. Provider will provide an onsite implementation of Qty. 200 Juniper switches. All hardware will be staged at Provider’s Integration Facility. After staging, Provider will travel onsite to provide installation services. Exhibit A details the Bill of Material of equipment that will be implemented for this network upgrade. Services by Provider will be performed both remotely and onsite.

NEW JUNIPER LAN ENVIRONMENT

- 100ea Juniper EX4400-48XP access switches
- 100ea Juniper EX4400-48MXP top of stack switches

ASSUMPTIONS:

1. All hardware will be remotely staged at Provider's Integration Center in Richardson, TX.
2. After staging, Provider will travel onsite for installation of the switches.
3. All onsite work will be completed outside of regular school hours or during regular Customer hours when students are not at Customer sites.
4. Services by Provider will be performed both remotely and onsite.

OUT OF SCOPE:

1. Structured cabling

Provider will provide all necessary hardware, software and licenses to complete the desired solution. All products will be received and staged at Provider's Integration Facility in Richardson, TX where Provider will remotely stage, configure and test the devices. Once staging is complete, Provider will provide onsite implementation of the new equipment. Provider will offer Day One Support, as well as deliver documentation and knowledge transfer on the day-to-day operation of the new solution. Services by Provider will be performed both remotely and onsite.

All equipment staged remotely must be sent to the following address:

1361 North Glenville Drive
Richardson, TX 75081
C/O: Oakland USD (E-Rate)

Additional fees may occur if equipment is not delivered to facility for remote staging. Please review scope.

PROJECT KICKOFF – LAN IMPLEMENTATION

Provider will work with Customer to determine the goals of the project and review the project scope, approach, key personnel and inputs as well as overall schedule.

TASKS:

Conduct Project Kickoff call to introduce key personnel and discuss the following:

- Define project stakeholders.
- Define project approach, services/items provided, and dependencies.
- Obtain needed inputs, documents, and configuration files from Customer to perform discovery and analysis.
- Outline project schedule.

PROVIDER SERVICES/ITEMS PROVIDED:

- Meeting Minutes
 - Stakeholder information
 - Milestone dates
 - Project assumptions
 - Action Items

CUSTOMER SERVICES/ITEMS PROVIDED:

- Unattended Remote Access
- Configuration files
- Active service agreement number
- Licenses that pertain to equipment on bill of material

PROJECT KICKOFF ASSUMPTIONS:

1. Provider will be assigned a project lead from Customer's IT staff and provided with his/her contact details.
2. Customer will supply remote access for duration of project.

LAN NETWORK DESIGN AND MIGRATION PLAN

Provider will work with Customer's staff to discover current network requirements and consult on the design and configuration parameters needed to complete a solution that meets Customer's needs. Provider will define the design based on best practices for the proposed solution.

TASKS:

Provider will lead a network design discussion to better understand the following:

- Physical and Logical Design
- Device Configuration and Standardization
- Routing Design (Static, RIP, OSPF, BGP, MPLS)
- L2/L3 Redundancy (ERPS, MCT, Spanning Tree, VRRP)
- Security Features/Best Practice (SNMP, Password Management, Device Access)
- Review and Discuss staging, implementation, and documentation process
 - Onsite Implementation
 - Onsite Testing Scenarios
 - Site Completion Documentation

PROVIDER SERVICES/ITEMS PROVIDED:

- Current network configuration information as it pertains to the new design and Customer requirements
- Design Acceptance Document that will provide the network configuration for review and approval before starting the final programming and connections of the system
 - Physical and Logical Network Design
 - Configuration Requirements
 - IP Addressing
 - L2 Redundancy Design
 - L3 Redundancy Design
 - VLAN Layout
 - Management
 - If applicable, migration and testing plan

CUSTOMER SERVICES/ITEMS PROVIDED:

- Authorized Design Acceptance Document

NETWORK DESIGN ASSUMPTIONS:

1. Provider will be supplied the necessary IP addresses to VLAN and management interfaces.
2. Customer will provide timely information during the design process.

LAN DEVICE STAGING

Provider will supply network engineering support to stage customer's equipment as shown in the Bill of Material found in the Exhibit A. At the end of this phase, the network will be configured, tested, and made ready for onsite implementation.

REMOTE STAGING

Staging of all devices will be completed at Provider's Integration Center in Richardson, TX prior to implementation start date.

TASKS:

Provider will perform the following tasks to set the stage for a clean and successful implementation:

- Stage Equipment in Integration Facility.
 - Unbox and power on for 24-hour burn in.
 - Firmware Update.
 - Device Configuration.
 - Module Installation (if applicable).
 - VLAN/IP Addresses.
 - Routing.
 - Network Services (SNTP, Spanning Tree, VRRP, etc.).
- Test network functionality via testing scenario (QA Checklists).
- Asset tagging (if applicable), labeling and device documentation.
- Asset reporting: Serial number, host name, closet, asset tag, etc.
- Prepare onsite implementation documentation.
- Devices will be packed and shipped to site.

PROVIDER SERVICES/ITEMS PROVIDED:

- Per site / per closet devices configured, tested and ready to be installed in cabling racks
- Device Documentation
 - Onsite implementation documentation (Port Maps)

DEVICE STAGING ASSUMPTIONS:

1. Customer is responsible for shipping equipment to Provider’s facility.
2. Staging of all devices will be completed at Provider’s Integration Center in Richardson, TX prior to implementation start date.
3. Customer is responsible for resolving product availability constraints that will affect staging production schedule or Provider’s ability to meet onsite deployment schedule. Start and stops to production schedule will increase overall project cost.

LAN IMPLEMENTATION

Provider project manager will work with Customer’s provided Stakeholder to review expectations of the implementation. A site readiness meeting will be held to review details of the implementation with the team prior to scheduled implementation date.

ONSITE IMPLEMENTATION

The equipment will be delivered to Customer’s location or closet. Provider will supply engineering support on Customer’s site to provide rack / stack and device implementation. Once equipment has been fully tested, the legacy hardware will be moved to a centralized area to be decommissioned.

TASKS:

- Survey site.
- Validate that all necessary equipment has been received.
- Deliver equipment to appropriate closets.
- Label up link cables (if applicable).
- Rack equipment.
- Reconnect patch cords to new devices and dress.
- Remove Trash.
- Legacy switch removal.
 - Equipment will be transported to central staging area that Customer designates.

CUSTOMER ONSITE IMPLEMENTATION ASSUMPTIONS:

1. Customer is responsible for providing timely access to all sites.
2. Customer will be responsible for migrating host to any new VLANs or IP scheme.

3. Customer is responsible for providing work areas that are clear from obstructions. If work is not able to be completed due to site constraints, an additional change order cost may apply.
4. Customer will provide an inventory staging facility to manage hardware delivery for onsite deployment.
5. Customer will designate a central area to store decommissioned equipment.
6. Customer authentication infrastructure will be set-up, configured and in good working condition prior to implementation.
7. Customer is responsible for providing adequate power to support design in each rack.
8. Customer has the appropriate rack space to install new equipment.
9. Customer will reuse existing patch cables and patch panels.
10. Network transitions and cutovers will occur during customer defined maintenance window(s).
11. All racks, patch cables, cable and cable management will be pre-existing and operational prior to start of project.
12. All fiber (if applicable) will be certified for required speed and distance prior to start of physical Implementation.

PROVIDER ONSITE IMPLEMENTATION ASSUMPTIONS:

1. Provider is responsible for all rack / stack resources.

LAN TESTING

Provider will check the quality, performance and/or reliability of devices that have been installed on the network.

REMOTE TESTING

All testing scenarios will be executed by Provider with the assistance of Customer Stakeholder. Results will be documented to validate the SOW and subsequent Scope of Process (“SOP”) procedures and services/items provided. Provider will perform a final configuration check to validate consistency. This is to ensure that all device configurations consistently meet Customer’s standards for all device services and labeling.

TASKS:

- Device Configuration
 - Per Device Configurations will be provided in the documentation at the end of the Device Staging phase. These configurations will be updated during physical implementation, if necessary. Customer will be provided with a Configuration QA Check List for each device and can validate for accuracy. Any issues relating to device configuration or documentation can be escalated to Provider during the testing period for resolution.
- Redundancy
 - Failover of device and link scenarios will be tested to ensure that the failover and recovery of L2 and L3 protocols are working appropriately. This testing will include LAG testing and L3 redundancy.
- Network Connectivity
 - A network PING test will be performed by the remote implementation Engineer. Successful results will be captured and documented to confirm site functionality. These tests can be used to affirm network connectivity per VLAN.

PROVIDER SERVICES/ITEMS PROVIDED:

- Results documented to validate SOW
- Configuration QA Checklist per device configuration
- Device Configuration Completion documents

TESTING ASSUMPTIONS:

1. Customer will provide a list of key resources and or applications for testing during the scheduled maintenance window.
2. Customer will provide timely feedback during the implementation maintenance window. The maintenance will be continuous with no breaks greater than 15 minutes, unless noted in migration plan.
3. Customer is responsible for assistance of physical device and cable moves for testing or troubleshooting.
4. Customer will provide network access to allow completion of testing scenarios or help desk resources to perform testing.

LAN DAY ONE SUPPORT

Provider will offer Day One Support once the network is running on the new solution. Day One Support will begin the first business day after the maintenance window has been completed.

REMOTE SUPPORT

Provider will be available via remote access for Day One Support. Provider will provide remote configuration and troubleshooting to resolve any issue from site turn-up. Any issues that arise will need to be emailed or called into the Lead Engineer or Project Manager.

Provider will offer remote support for 2hours following the scheduled maintenance window. Extended support can be added to a block hour SOW.

REMOTE SUPPORT ASSUMPTIONS:

1. Provider will provide timely returned calls or emails should a service issue arise during Day One Support.

LAN DOCUMENTATION

Provider will prepare Customer site documentation. Documentation will be delivered per site no later than one week after site migration to Customer. Delivery of this documentation will mark the site complete, and the billing milestone will be executed.

PROVIDER SERVICES/ITEMS PROVIDED:

- Site Asset Report
- Physical and Logical per site design
- Site Complete Documents
 - Closet Acceptance (if applicable)
 - QA Checklists
 - Administrative Sign-Off

DOCUMENT ASSUMPTIONS:

1. If the administrative sign-off is not signed by Customer within 6 days of implementation, then it will be assumed that there are no open items on project and the project will therefore be closed.

LAN KNOWLEDGE TRANSFER

Provider will offer up to 2 hours to explain the technologies used during the implementation: review provided documentation, provide best practices regarding the day-to-day management and troubleshooting of the implemented solution.

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Maps / Floor Plans are to be provided by Customer.
2. All racks, patch cables, cable and cable management will be pre-existing and operational prior to start of project.
3. Unattended remote access is required by Customer.

PROJECT ASSUMPTIONS

CUSTOMER ASSUMPTIONS:

1. Customer will provide full access to any information necessary towards the completion of the project. This includes IP addresses, passwords, phone numbers, etc.

GENERAL ASSUMPTIONS:

1. Provider is not responsible for network issues caused by deficient manufacture hardware or software.
2. A scheduled event requires a cancellation notice within 5 business days. If the event is cancelled in less than 5 days, a change order will be issued for a \$2,500 fee plus travel expenses (if applicable).
3. Work will be performed Monday through Friday during normal business hours (8:00am -5:00 pm) or as otherwise defined elsewhere in this SOW, unless a mutually agreed upon after hours schedule is required.
4. Project duration will be continuous and **no greater than 8 Weeks**.
5. Additional assumptions could be defined as a detailed SOP if developed and agreed upon by Provider and Customer.
6. Provider will be responsible for overall project management which includes overall project schedule, customer escalations, change management processes, participating in bi-weekly meetings and project decisions that will vary from pre-implementation plan.
7. Customer and Manufacturer are responsible for assuring that products meet technical requirements and interoperate with any existing equipment prior to implementation on Customer network.

PROVIDER ASSUMPTIONS:

1. Provider is responsible for only those services that pertain to devices listed on the bill of material.
2. Provider was not involved in developing the project bill of materials and not responsible for design limitations caused by the bill of materials.
3. Provider is not responsible for cabling plant issues that occur due to bad cables or cable terminations.
4. Provider is only responsible for establishing or verifying network connectivity L2 and L3. A PING and TRACEROUTE test will be used to determine connectivity.
5. Provider is not responsible for application issues unless there is direct correlation with work being performed.

OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

1. Structured cabling is considered out of scope.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Project Documentation	Device Configuration Files Per Site Physical and Logical Design	.pdf

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.

- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.
- Upon completion of the Services, Customer is responsible for disabling or deleting all CDW coworker access credentials and completing any other necessary steps to ensure that access to all of Customer's environments has been permanently terminated for all CDW coworkers and contractors that were part of this engagement.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- 1. Kickoff Meeting**
 - Coordinate and facilitate kickoff meeting
 - Review SOW including project objectives, schedule, and logistics
 - Identify and confirm project participants
 - Discuss project prerequisites
 - Create and distribute escalation and contact lists
- 2. Project Schedule or Plan**
 - Create a project plan that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.
 - Monitor project scope and expectations
 - Identify and manage project risks
 - Monitor the status and progress of the project and the quality of items provided
 - Communicate at regular intervals as agreed upon
 - Ensure project timelines, dependencies, budgets, and closure are met within the project lifecycle
- 3. Status Meetings and Reports**
 - Status meetings will be conducted on a regular cadence schedule to proactively identify any issues that may arise in order to mitigate risk
 - Scheduling will be based on agreement with stakeholders, the estimated project duration, and budget available
 - Seller and Customer will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions, and conduct a budget review
 - The project management resource will document and distribute meeting notes and/or action items for all meetings, and will act as the main POC to Customer, if requested

4. **Change Management**

- When a change to a project occurs, the Seller's project change control process will be utilized
- The project management resource will facilitate any necessary change order(s) and administrative task(s) as necessary

5. **Project Closure**

- Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge
- If desired, the project team will meet to recap, answer any questions, and address project transition activities and next steps

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$291,672.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Milestone	Percentage	Fee
Project Kickoff	16.67%	\$48,612.00
Implementation of 40 out of 200 Switches Complete	16.67%	\$48,612.00
Implementation of 80 out of 200 Switches Complete	16.67%	\$48,612.00
Implementation of 120 out of 200 Switches Complete	16.67%	\$48,612.00
Implementation of 160 out of 200 Switches Complete	16.67%	\$48,612.00
Implementation of 200 out of 200 Switches Complete	16.66%	\$48,612.00
Totals	100%	\$291,672.00

EXPENSES

Neither travel time nor direct expenses will be billed for this project., unless services are cancelled with less than five (5) business days’ advance notice. In instances where the event is cancelled in less than five (5) days, cancellations fees will apply. A signed Change Order will be required for any additional fees.

TRAVEL NOTICE

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”)

Location	Address
District Office	4917 Mountain Blvd, Oakland, CA 94619

EXHIBIT A

BILL OF MATERIALS

100 Juniper EX4400-48XP switches preferred or equivalent

- 48 - 1G POE Ports
- 2 - 100G Uplink/Stacking Ports
- 90W POE per port, 3600W total
- Dual power supplies
- No SFPs
- 7-year license, support and replacement warranty

100 Juniper EX4400-48MXP switches preferred or equivalent

- 12 - 10G Ports
- 36 - 2.5G Multigigabit Ports
- 2 - 100G Uplink/Stacking Ports
- Dual power supplies
- No SFPs
- Deliver PoE++ up to 90W per port; 3600W total
- 7-year license, support and replacement warranty

Expansion cards and cables

- 200 4-port SFP28 expansion cards
- 10 – 3-meter 100G Twinax cables (vendor compatible)
- 100 – 2-meter 100G Twinax cables (vendor compatible)
- 100 – 1-meter 100G Twinax cables (vendor compatible)

Preferred Model and Configuration, all equivalent solutions will be considered

- 200 Juniper EX4400-EM-4Y, 4 port SFP28, expansion cards
- 10 – 3-meter 100G Twinax cables (Juniper compatible)
- 100 – 2-meter 100G Twinax cables (Juniper compatible)
- 100 – 1-meter 100G Twinax cables (Juniper compatible)

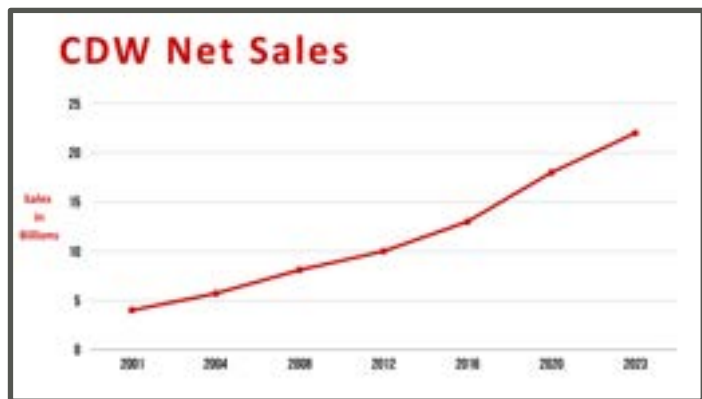
CDW Government Overview

CDW QUICK FACTS	
HQ	Vernon Hills, IL
2023 Net Sales	\$21B
Coworkers	15,100
U.S. Offices	43
Customers	250,000+
2023 Fortune 500 Rank	166

CDW Government LLC (CDW•G) is the wholly owned subsidiary of CDW LLC, a leading multi-brand technology solutions provider to corporate and public sector customers in the U.S., U.K., and Canada. Founded in 1984, CDW currently employs 15,100 coworkers worldwide. Our broad array of offerings ranges from discrete hardware and software products to integrated IT solutions. We provide our products and solutions through our sales and service delivery teams, who are broken down by segment, and further organized into geographic regions. We have an expansive network of offices near major cities and a large team of customer-facing coworkers - including field sellers, technology specialists, and advanced delivery engineers - across the country.

Products and Partnerships	Total E-Rate Solutions
<p>More than 100,000 products from more than 1,000 vendors including leading networking OEMs such as: APC, Cisco, Cradlepoint, Extreme, Fortinet, HP Aruba, IBM, Juniper, Kajeet, Leibert, Palo Alto, Rukus, and more.</p>	<ul style="list-style-type: none"> ▪ Category One <ul style="list-style-type: none"> ○ Bus Wi-Fi ○ Wireless Hot Spots ▪ Category Two <ul style="list-style-type: none"> ○ Internal Connections ○ Basic Maintenance of Internal Connections ○ Managed Internal Broadband Services

Our sustainable growth and continued financial stability serve to assure Oakland Unified School District that we are here to stay and can support you through the life of this contract and beyond. Of note, CDW is number four on CRN’s 2023 Solution Provider 500 list that ranks the top integrators, service providers, and IT consultants in North America by services revenue.



K-12 Education Expertise

CDW•G helps schools leverage technology to achieve great educational outcomes. With more than 200 government and education contracts, we are one of the nation's largest direct-response providers of multi-brand technology products and services. For more than 30 years, we have closely monitored emerging technologies to ensure our solutions are at the forefront of innovation. We proactively expand our offerings and certifications to support your evolving needs. We invest in the solutions that matter most to you, like classroom transformation, device ecosystem, cybersecurity, AI, and school safety.

We are a trusted technology partner to more than 15,000 K-12 schools.

Resources - Education Strategy Team

Education Strategists work with you to understand your district's vision and goals to create customized solutions that improve teaching and learning.

Classroom Modernization Specialists, focused on audiovisual solutions and classroom design, can support you through trainings, consultative calls, webinars, and more.

We guide customers through decisions on the platforms that run your districts and drive transformation. We have dedicated in-house technical resources aligned to K-12 solution areas to help you better understand and integrate technology into your educational goals. Our K-12 Education Strategy Team – comprised of former leaders in education – support districts in implementing digitally-enhanced education and can help you develop a vision for lasting change.

We are a premier provider of Chromebooks to K-12 schools in the U.S.

In 2023, CDW•G deployed 1 out of every 3 Chromebooks into K-12 classrooms in the U.S. for a total of 2.5 million devices. We can support your full device lifecycle management needs and have experience handling complex deployments for the largest school districts in the country, even in adverse conditions.

A Partner You Can Trust – Even in Adverse Conditions

During a time of significant supply chain constraints, CDW•G delivered. One of the largest school districts in the country, Chicago Public Schools (CPS), relies on CDW Education to provide their students with Chromebooks. Like so many other districts across the nation, CPS needed to pivot to distance learning with the onset of COVID-19. To serve the needs of nearly 330,000 students, CPS required 1,000s of Chromebooks. Despite worldwide shortages, CDW•G was able to deliver 20,000 devices over four months on-site and on-time.

A Powerful E-Rate Partner

We have nearly 30 years of experience delivering successful outcomes for E-Rate funded projects. Participating in E-Rate since our founding in 1998, we are the largest Category 2 provider nationwide, delivering two-times the amount of Category 2 E-Rate projects than our next closest competitor. Since the E-Rate Modernization in 2015, we have been awarded over 19,550 E-Rate projects totalling over \$790M in total equipment delivered to schools throughout the United States.



Proven Management Approach

Due to our streamlined and best-practice system of checks and balances, **we have never lost funding for a school**, as substantiated by countless audits. Our dedicated internal K-12 and E-Rate resources help ensure accurate invoicing and contract compliance, as well as provide knowledgeable resources and guidance as you navigate your E-Rate journey.

- **E-Rate Program Management Team** offers knowledge, assistance, and advisement, as well as ensures contract compliance.
- **E-Rate Funding Team** ensures expert handling of both BEAR and SPI E-Rate invoicing by accounts receivable specialists.
- **K-12 Education Strategists** focus on helping you implement solutions attuned to your needs, with realistic budget constraints in mind, often in conjunction with E-Rate funding initiatives.

Strengths, Best Practices, and Value

By aligning with CDW•G, your organization can take advantage of our strengths, best practices, and value-added services.



Inventory Access and In-House Services

A significant advantage we offer Oakland Unified School District is our ability to deliver the right products, at the right value, right when you need them. CDW has two large, strategically located distribution and configuration centers that ensure speed and accuracy throughout the procurement process. In addition, to supplement our direct purchasing model, CDW has strong affiliations with principal channel distributors, enabling us to quickly obtain competitively priced, non-stocked items.

LAS VEGAS, NV
 513k square feet
 Capacity for up to 10K+ configurations per day

VERNON HILLS, IL
 450k square feet
 Capacity for up to 10K+ configurations per day

ISO 9001 Quality | ISO 14001 Environment | ISO 20243 Risk Management
 ISO 27001 Information Security | ISO 2800 Secure Supply Chain

Support Resources for Oakland Unified School District

When you work with CDW•G, you have access to expertise that is not available within your organization. Our team of technology experts and dedicated account managers will tailor a piece of equipment or an entire network to deliver the most effective and sustainable results.

Account Management Resources

<p>Ryan Miller Executive Account Manager (312) 705-6288 ryanmil@cdwg.com</p>	<p>Josh Savage Sales Manager (312) 705-3347 joshsav@cdwg.com</p>
<p>Jeff Mitchell Executive Account Manager (847) 465-6000 jeffmit@cdwg.com</p>	<p>John Hart Executive Account Manager (312) 705-8935 johnhar@cdwg.com</p>

E-Rate Program Management and Funding Solutions Team

Our **E-Rate Program Management** team offers eligible entities their knowledge, assistance, and advisement on E-Rate matters, including program compliance and adherence. The team prepares contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. They ensure that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for you to complete.

E-Rate Resources

<p>Yolanda Blomquist Program Manager – E-Rate 630-531-5478 yolanda.blomquist@cdwg.com</p>	<p>Jeff Hagen Manager, Program Management – K12 813-462-4055 jeff.hagen@cdwg.com</p>
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Our **Funding Solutions** team, and dedicated Education Funding Solutions Manager, can help E-Rate applicants understand compliance with rules and regulations throughout the process. They advise on the appropriate engagement after Form 470 filings and work with our operations teams to ensure E-Rate ordering, invoicing, and delivery are compliant.

Additional E-Rate Resources

Dave LeNard, Business Development Manager, E-Rate
Amy Passow, Senior Manager, Education Funding Solutions
Deb Orts, Contract Analyst
Kim Klaus, Account Receivable Consultant

FCC FRN E-Rate Display System Status

The below screen shot is from **January 30th, 2025**. CDW•G remains in **Green Light Status**.



Upon request, CDW•G can provide an updated screenshot.

Spin #143005588

FCC Registration #0012123287

Helpful Hints for Preparing Form 471

Things to consider when preparing your funding request (Form 471):

- Enter only one manufacturer part number per line item (do not bundle part numbers)
 - All software should be requested under IC, Software
- Even when bundled with warranty support from manufacturer for purchase, as long as warranty cannot be purchased on its own
- If you live in a state that has applicable taxes, such as AR, NC, CA, AZ, WA, make sure to include those taxes on your FCC Form 471.
- If warranty can be purchased separately, then it should be separated for funding request, and warranty funding requested under Basic Maintenance
- Warranty only part numbers should be requested under Basic Maintenance
 - List months of service, should only be for coverage July 1 – June 30 (Funding Year)
 - List hardware supported part number
 - List site where hardware sits

CDW•G can complete Bulk Submission Forms if chosen as the service provider for your funding request. Please email E-Rate@cdw.com for assistance.

Additionally, **please note** - upon award, to facilitate contract execution with our countersignature, please sign the enclosed E-Rate agreement and send to ryanmil@cdwg.com and 470award@cdwg.com. Please see “E-Rate Order Process” information on the following page for further details.

E-Rate Order Process

1. **Ordering:** Purchase orders shall be submitted through electronic means (email, EDI, etc.) directly to Customer's dedicated account manager. Alternatively, if a copy must be sent via mail, common courier, etc., please reach out to your account manager for the appropriate mailing address.

2. **Required Information:** All orders must include:
 - a. Contact name, Phone number
 - b. Purchase order number
 - c. Part number, Product description
 - d. Pre-discount and discounted product price
 - e. Percentage Customer owes and percentage SLD owes (SPI – Form 474 Method)
 - f. Ship to location, Bill to location
 - g. FCC Form 471 Number (also known as Application Number)
 - h. FRN for each part number
 - i. Billing method (BEAR – Form 472 or SPI – Form 474)
 - j. "Net 30 Terms"

SEPARATE PURCHASE ORDERS SHOULD BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E- RATE FUNDING. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY SELLER. PO TOTAL SHOULD REFLECT FULL PURCHASE PRICE OF ORDER.

3. **Assistance With Order:** Customer may call 1-800-328-4239 for assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are not consistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall be null and void and shall not be applicable hereto or binding on Seller.

IN THE CASE OF CHANGES TO PRODUCTS AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO MAKE AVAILABLE TO THE CUSTOMER A COMPARABLE

OR BETTER PRODUCT AT THE SAME OR LESSER PRICE WHEN OR IF AVAILABLE, UPON APPROVAL FROM SLD ON PRODUCT SUBSTITUTION.

4. Price and Payment Terms

a. Price

Price shall be as stated in the quotation attached hereto as Exhibit I by CDW-G account manager. Prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer. Any taxes will be listed separately on the invoice.

b. Payment Terms (Customer must choose one)

i. Form 474 Service Provider Invoice (SPI) Method

➤ Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (discounted amount owed by Customer) within thirty (30) days from date of invoice

ii. Form 472 BEAR Method

➤ Seller will invoice Customer for pre-discount portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (full amount owed by Customer) within thirty (30) days from the date of invoice.

5. Payment Method: In adherence to Federal E-Rate compliance regulations, CDW-G's quoted price is all-inclusive of any and all discounts, if applicable. No further discounts will be applied during time of invoice. All payments for both methods shall be submitted to the address presented below WHERE APPLICABLE:

ACH PAYMENT INFORMATION:	CHECK PAYMENT INFORMATION:
E-mail Remittance To: gachremittance@cdw.com	CDW Government
THE NORTHERN TRUST	75 Remittance Drive Suite 1515
50 SOUTH LASALLE STREET	Chicago, IL 60675-1515
CHICAGO, IL 60675	
ROUTING NO.: 071000152	
ACCOUNT NAME: CDW GOVERNMENT	
ACCOUNT NO.: 91057	

- i.* Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller’s opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.
- ii.* Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable regulations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF 100% THE PRICE OF PRODUCTS IN THE CASE WHERE CUSTOMER PLACES ORDER FOR PRODUCTS SLD DISALLOWS CUSTOMER’S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF THE DISCOUNT AMOUNT FOR PRODUCTS. IF SLD DISALLOWS CUSTOMER’S REQUEST FOR DISCOUNT CUSTOMER IS IN NO WAY REQUIRED TO PLACE ORDER FOR PRODUCTS.

Appendix

Implementation Plan

Tasks for First Two Weeks (Sample Version)

Upon award, your Account Management Team will remain in constant contact with key employee(s) at each location to implement the contract and ensure total satisfaction. CDW•G will make this process as seamless as possible and will follow the work plan that has been developed. In addition, if requested, CDW•G will facilitate any necessary meetings via teleconference, videoconference, or in person, pending appointment, at your location or ours, to ensure that the process meets your expectations.

While there can be challenges to implementing a project of any scale, CDW•G tries to minimize potential problems upfront. We will need Oakland Unified School District to provide the following in a timely manner in order to facilitate the implementation process:

- Updated contact information for all key personnel
- Information regarding product forecasts
- Standardized product list
- List of authorized users and restrictions
- Imaging specifications
- Specific reporting requirements
- Permission for CDW•G to be listed on manufacturer agreements.

During the implementation process, any problems or concerns should be directed to your account manager for immediate resolution. The following implementation plan demonstrates how CDWG will work with you to successfully implement this project.

Task	Week 1	Week 2
Account Management Set Up		
<ul style="list-style-type: none"> • Introduce key customer contacts to CDW•G Account Team • Introductory letter/phone contact/ site visit 	X	
<ul style="list-style-type: none"> • Gather/confirm general customer information • Contacts: phone, email, fax • Oakland Unified School District's locations and addresses 	X	
<ul style="list-style-type: none"> • Outline customer's procedures and requirements, i.e. 	X	

<ul style="list-style-type: none"> ○ Frequency of contact/schedule ○ Turnaround expectations (quotes) ○ Reporting 		
<ul style="list-style-type: none"> • Conduct walkthrough or webinar: Account Center 		X
CDW•G Capabilities and Support		
<ul style="list-style-type: none"> • Make contact with Account Specialists, as needed 		X
<ul style="list-style-type: none"> • Review technical support options 	X	
<ul style="list-style-type: none"> • Review customer service processes (i.e., returns) 	X	
Customer Financial Arrangements		
<ul style="list-style-type: none"> • Complete forms for credit approval 	X	
<ul style="list-style-type: none"> • Complete financing application 		X
Product Specific Needs and Services		
<ul style="list-style-type: none"> • Arrange conference call(s) with manufacturer(s) 	X	
<ul style="list-style-type: none"> • Develop product forecasts 	X	
<ul style="list-style-type: none"> • Process and test image(s) 		X
<ul style="list-style-type: none"> • Customize asset tag/schedule asset tagging 		X
<ul style="list-style-type: none"> • Input customer installation/configuration specifications 		X
Procurement and Management Systems		
<ul style="list-style-type: none"> • Standardize products through your Account Center 		X
<ul style="list-style-type: none"> • Create bundles 		X
<ul style="list-style-type: none"> • Set up purchase authorizations and controls 		X
<ul style="list-style-type: none"> • Establish account linking 		X
<ul style="list-style-type: none"> • Set up software license tracking system 		X
<ul style="list-style-type: none"> • Implement asset tracking system 		X
<ul style="list-style-type: none"> • Investigate or link with e-procurement programs and third parties 		X
<ul style="list-style-type: none"> • Utilize EDI for invoicing and/or ordering functions 		X
Pricing		
<ul style="list-style-type: none"> • Have CDW•G listed on all manufacturer contracts 		X
<ul style="list-style-type: none"> • Enter pricing information into contract management system 		X
Optional Systems/Services		
<ul style="list-style-type: none"> • Finalize staging agreement 		X
<ul style="list-style-type: none"> • Finalize minority/disabled small business partnership 		X
<ul style="list-style-type: none"> • Arrange for onsite services 		X
<ul style="list-style-type: none"> • Select appropriate training programs 		X
<ul style="list-style-type: none"> • Set up Employee Purchase Program 		X

K-12 Funding and Other Resources

We know your need for vendor support does not stop at deployment completion. Maintaining technology program innovativeness and alignment with your education goals is a continuous and daunting task. In fact, in a year, your program will look very different. You need a vendor that does more than meet your RFP's technology requirements; you need a vendor partner that shares a passion for education and continued development. Our teams, and our partners, are dedicated to supporting the full scope of Oakland Unified School District's technology and all your program goals. Following are highlights of the value-adds we offer our education customers.

Get Ed Funding Overview

CDW•G sponsors [GetEdFunding.com](https://www.getedfunding.com), a free grant-finding resource, providing access to billions of dollars' worth of educational funding opportunities. Through sponsoring this resource, CDW•G's mission is to help educators and institutions discover the funds they need to supplement tight budgets to achieve your goals and take learning to the next level.

Monitored daily, [GetEdFunding.com](https://www.getedfunding.com) can reduce the energy your teachers are spending to search for programs and money. You can finetune your search based on key concepts and 21st century skills and themes. Once you are registered on the site, you can save the grants of greatest interest to return to later. The funding opportunities listed are already available and applicable to standard learning paths. For example, there are more than 60 STEM specific programs currently available for application. Please reach out to your account manager for more information.

This E-Rate Customer Purchase Agreement (this “Agreement”) is entered into the date the contract is signed, and effective on April 1, 2025 (“Effective Date”) and is made by and between CDW Government LLC an Illinois limited liability corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 (“Seller”), and Oakland Unified School District a non-profit school or library eligible for Universal Service funding, as defined below.

E-Rate Contract Number	139341	Spin #	143005588
E-Rate Funding Year	2025	FCC Registration #	0012123287
Customer	Oakland Unified School District 1011 Union Street Oakland, CA, 94607	Seller	CDW Government LLC 230 N. Milwaukee Avenue Vernon Hills, IL 60061
Effective Date	April 1, 2025	Quoted Items (see exhibit 1)	

1. DEFINITIONS

As used in the Agreement, the following terms shall have the meanings set forth below:

- A. “Universal Service Administrative Co.” or “USAC” – The not for profit organization designated by the U.S. Federal Communications Commission (“FCC”) to administer and ensure compliance with the Universal Services Fund.
- B. “SLP” - The Schools and Libraries Program of the Universal Service Fund, which includes the E-Rate Program and that is administered by USAC under the direction of the FCC.
- C. “E-Rate” – The education rate funding program that is a part of SLP that provides discounts to keep students and library patrons connected to broadband and voice services and which is one of the programs that form the Universal Service Program.
- D. “Funding Commitment Decision Letter” or “FCDL” – A letter that a Customer receives from USAC which indicates the applicable discount amount for a specific funding year.
- E. “Products” – E-Rate eligible products or services that include computer related hardware but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items which are eligible for E-Rate discounts in accordance with the rules issued by USAC.
- F. “Funding Year” – The specific calendar period, as defined by the SLP, during which the Customer is approved for funding or discounts on Products. FY 2025 is in reference to the program year.

2. TERMS AND CONDITIONS

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions of the SPURR Juniper Networking (SMC-TN-048) Contract, unless otherwise stated herein in the Agreement.

3. PURCHASE AUTHORIZATIONS

A. E-Rate Status

- i. Customer represents and warrants that it qualifies as eligible under the SLP to receive E-Rate funding.
- ii. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT AS REQUIRED BY FCC.

B. E-Rate Purchases

- i. Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible to receive E-Rate funding as specified by USAC.
- ii. IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO USAC The Form 486 shall be approved by USAC prior to order placement with Seller. See Payment Terms for details.

4. ORDERING AND ASSISTANCE

A. Ordering

Purchase orders shall be submitted through electronic means (email, electronic data interchange (EDI), etc.) directly to Customer's dedicated account manager. Alternatively, if a copy must be sent via mail, common courier, etc., please reach out to your account manager for the appropriate mailing address.

B. Other Requirements

- i. All purchase orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) CDW Part Number and OEM Part Number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLP owes (if applicable) 8) ship to location; 9) bill to location; 10) BEAR or SPI Order; and 11) FCC Form 471 and Funding Request Number (FRN) number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.
- ii. If the Customer is unable to commit the full purchase order amount, any balance remaining that was not funded or approved for payment by USAC will be the responsibility of the Customer. The Customer must add the following language to its purchase order:

“The total cost of this purchase order is \$ _____. The E-Rate portion is \$ _____, and is committed by USAC. If there is any reduction or denial of payment with the E-Rate portion, Oakland Unified School District accepts full responsibility for the cost of this purchase, \$ _____.”

- iii. Should Customer choose to add Product or make substitutions to the Products originally sought, following USAC's funding decision, Customer agrees it will be responsible for the amounts owed for the added or substituted Products in excess of its committed funding from USAC.
- iv. Customer must complete installation of Products ordered pursuant to this Agreement within thirty (30) days of delivery. In the event Customer, or a third party hired by Customer to complete the installation, fails to install the Products within the timeframe provided herein, the Parties acknowledge and agree that Customer will begin to accrue interest on the amounts owed for such Products in an amount of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law.

C. Assistance with Order

- i. Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are inconsistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall not be valid, are considered null and void and shall not be applicable to or binding on Seller.
- ii. FOR PRODUCTS WHICH ARE DISCONTINUED AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO OFFER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE, IF AVAILABLE, UPON SLP'S APPROVAL OF THE PRODUCT SUBSTITUTION. ANY INCREASE IN PRICE THAT CANNOT BE ABSORBED BY THE SELLER WILL BE THE RESPONSIBILITY OF Oakland Unified School District.

5. PRICE AND PAYMENT TERMS

- i. Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.
- ii. Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable laws and regulations.

A. Price

The Price shall be as set forth on the Customer's quote from Seller and which is in the form attached hereto as Exhibit I, and as amended from time to time. All prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer.

Payment Terms

- i. All payments, regardless of method, shall be submitted to “Accounts Receivable,” please contact your account manager for payment method options.
- ii. CUSTOMER MAY EITHER WAIT TO PLACE AN ORDER PRIOR TO OR AFTER RECEIPT OF ITS FCDL. IN THE EVENT THAT CUSTOMER PLACES AN ORDER PRIOR TO RECEIPT OF THE FCDL, CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT OF THE ENTIRE PURCHASE PRICE WITHOUT REGARD TO SLP FUNDING.
- iii. Customer must choose one of the following payment methods. However, Customers that choose to order Products prior to receiving their FCDL must follow the BEAR payment method.

**Form 474 Service Provider Invoice (SPI) Method**

Seller will invoice the Customer for the Product price, as set forth on the Product quote, net of the FCDL amount. Customer shall be responsible for making payment within thirty (30) days from date of invoice. There must be an approved FCC Form 486 prior to placing the SPI order.

**Form 472 Billed Entity Applicant Reimbursement (BEAR) Method**

Seller will invoice Customer, upon Product shipment, for the total purchase price without regard to any SLP funding applied to that purchase price for the Products. Customer shall pay the invoiced amount within thirty (30) days from the date of invoice.

- iv. Seller accepts BEAR orders beginning April 1 before the beginning of the Funding Year. Seller accepts SPI orders beginning July 1 of the Funding Year when Customer has received its FCDL and completed the FCC Form 486, Seller DOES NOT accept SPI orders before July 1 of the Funding Year, or prior to the Form 486 approval by USAC.

6. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller’s advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

The term of this Agreement shall commence on April 1, 2025 (“Effective Date”) and be valid through the later of the Funding Year 2025 or 9/30/2026.

- i. Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer.

Customer may terminate this Agreement or withdraw an order upon written notice to Seller if: (a) funds are not appropriated to Customer under this program, or (b) Customer’s School Board rejects this Agreement

(“Termination Notice”). In the event that Customer terminates this Agreement due to non-appropriation of funds, or termination for convenience, then Seller may immediately cease performance. However, the Customer shall remain liable for any Products that have shipped or services, already provided, or have been subscribed or purchased prior to Seller’s receipt of the Termination Notice. Customer shall also be responsible for any of Seller’s out-of-pocket costs arising as a result of any such termination.

- ii. In the event Customer receives an extension of funding from SLP, Customer will notify Seller in writing and the parties may agree to execute an amendment to extend this Agreement.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier to the party’s address listed above

8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. GOVERNING LAW

This Agreement will be governed by the laws of CA, without regard to conflicts of law rules. Any litigation will be brought exclusively in a federal or state court located in the state or commonwealth where Customer’s location identified above, and the parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof. The parties further consent to the exercise of personal jurisdiction.

11. DOCUMENT RETENTION

All documents related to this Agreement will be kept on file by both parties for a period of ten (10) years after the project completion in accordance with the rules of the SLP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CDW Government LLC



(Authorized Signature)

Anup Sreedharan

Printed Name

Title: Sr. Mgr., Program Sales

Date: 2/13/2025

Oakland Unified School District

(Authorized Signature)

Printed Name

Title: _____

Date: _____

**** Upon award, to facilitate contract execution with our countersignature, please sign the enclosed E-Rate agreement and send to ryanmil@cdwg.com and 470award@cdwg.com**

EXHIBIT I – Pricing Offer



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

COLLEEN CALVANO,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PHKN034	2/12/2025	JUNIPER ERATE ROUTING FINAL	0373552	\$271,224.30

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
JUNIPER ACX7348 BASE BUNDLE Mfg. Part#: ACX7348-BASE Contract: SPURR Juniper Networking (SMC-TN-048)	4	8255702	\$22,895.00	\$91,580.00
JUNIPER ACX7300 ROUTING ENGINE Mfg. Part#: ACX7300-RE Contract: SPURR Juniper Networking (SMC-TN-048)	8	8255705	\$4,050.00	\$32,400.00
Juniper CBL-EX-PWR-C19-US Standard Power Cord Mfg. Part#: CBL-EX-PWR-C19-US UNSPSC: 26121604 Contract: SPURR Juniper Networking (SMC-TN-048)	8	1966215	\$50.00	\$400.00
Juniper Metro Advanced 1 - License - 100 GB Capacity Mfg. Part#: S-EACX-100G-A1-P Electronic distribution - NO MEDIA Contract: SPURR Juniper Networking (SMC-TN-048)	32	7068639	\$965.00	\$30,880.00
JNPR 7YR CARE ND SUPT ACX7348-BASE Mfg. Part#: SVC-ND-ACX7348-7YR Electronic distribution - NO MEDIA Contract: SPURR Juniper Networking (SMC-TN-048)	4	8260551	\$18,335.00	\$73,340.00
JUNIPER ACX7300 RACKMOUNT Mfg. Part#: ACX7300-RMK Contract: SPURR Juniper Networking (SMC-TN-048)	4	8260543	\$135.00	\$540.00
JUNIPER 7YR CARE CORE SUP S-EACX100G Mfg. Part#: SVC-COR-EACX100GAP-7YR Electronic distribution - NO MEDIA Contract: SPURR Juniper Networking (SMC-TN-048)	32	8260810	\$915.00	\$29,280.00

SUBTOTAL	\$258,420.00
SHIPPING	\$0.00
SALES TAX	\$12,804.30
GRAND TOTAL	\$271,224.30

PURCHASER BILLING INFO	DELIVER TO
Billing Address: OAKLAND UNIFIED SCHOOL DISTRICT ACCTS PAYABLE 1011 UNION ST OAKLAND, CA 94607-2236 Phone: (510) 879-8373 Payment Terms: ERATE QUOTES ONLY	Shipping Address: OAKLAND UNIFIED SCHOOL DISTRICT 4917 MOUNTAIN BLVD TECHNOLOGY SERVICES OAKLAND, CA 94619 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Ryan Miller | (866) 285-2406 | ryanmil@cdwg.com

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT (SMC)

SPURR Master Contract: SMC-TN-048

Vendor: CDW Government LLC

RFP Title: 2022 Network Infrastructure Equipment and Services

RFP Issued: 10/27/2021

E-Rate Category: 2

SPURR Form 470: 220002709

Participant Form 470, if referenced: N/A

Awarded Services covered by SMC-TN-048: Listed in the SMC and on page 2 of this ATO

Awarded Services ordered through this ATO: See attached line item description or quote file

Services Order Date: Pending Award

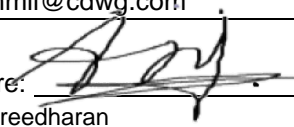
Scheduled Services Start Date: Pending Award

Total Order Value: \$271,224.30

Capitalized terms not defined in this ATO have the meanings ascribed to them in the above-referenced RFP and SMC. Participant confirms that it has agreed to buy from Vendor, and Vendor confirms that it has agreed to sell to Participant, the Awarded Services specified in this ATO, pursuant to the RFP, the SMC, and the attached General Terms and Conditions (February 10, 2022 revision).

Please submit a PDF file of the completed ATO to SPURR at service@spurr.org or to SPURR's designated agent not later than thirty (30) days after Participant and Vendor reach agreement on quantities and delivery terms for Awarded Services and not later than the Order Due Date. SPURR will review and send an accepted ATO to Participant and Vendor for their files.

An ATO is not valid for purchase of Awarded Services until the ATO has been accepted by SPURR, as evidenced by SPURR's execution of the ATO.

<u>Participant Authorization</u>	<u>Vendor Authorization</u>
Participant: <u>Oakland Unified School District</u>	Vendor: <u>CDW Government LLC</u>
Street Address: <u>1011 Union St.</u>	Street Address: <u>200 N Milwaukee Ave</u>
City, St, Zip: <u>Oakland, CA 94607</u>	City, St, Zip: <u>Vernon Hills, IL 60061</u>
Contact Name: <u>Colleen Calvano</u>	Contact Name: <u>Ryan Miller</u>
Contact Title: <u>Director of Technology</u>	Contact Title: <u>Executive Account Manager</u>
Contact Phone: <u>510-879-2202</u>	Contact Phone: <u>312-705-6288</u>
Contact Email: <u>colleen.calvano@ousd.org</u>	Contact Email: <u>ryanmil@cdwg.com</u>
Authorized Signature: _____	Authorized Signature: 
Print Name: _____	Print Name: <u>Anup Sreedharan</u>
Print Title: _____	Print Title: <u>Sr. Mgr. Program Sales</u>
Date: _____	Date: <u>2/13/2025</u>
<u>SPURR Acceptance</u>	
Authorized Signature: _____	Date: _____
Michael Rochman Managing Director	

Awarded Services covered by SMC-TN-048:

- a. Cisco Systems and Cisco Meraki equipment
- b. Extreme Networks equipment
- c. Fortinet equipment
- d. HPE and HPE Aruba equipment
- e. Juniper Networks equipment
- f. Palo Alto Networks equipment
- g. Ruckus equipment (wired)
- h. APC UPS/Power Conditioning
- i. Vertiv UPS/Power Conditioning
- j. Network Wiring and Basic Maint of Internal Connections, which may include installation, project management, software and basic tech support services related to above named equipment
- k. Any additional components not listed (transceivers, modules, cables, power supplies, patch cords, etc.) needed for items listed to function and operate correctly