

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	22-2754
Introduction Date	1/11/2023
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools. Thriving Students

## Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Division of Facilities Planning and Management

**Board Meeting Date** January 11, 2023

**Subject** Resolution declaring the futility of public bidding and approving a Purchase Order Contract Agreement – Apple, Inc. – Fremont High School New Construction Project – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of **Resolution Number 2223-0159** declaring the futility of public bidding and approving a Purchase Order Contract Agreement by and between the **District** and **Apple, Inc., Austin TX**, for the latter to provide software and equipment, to include 80 Apple Studio Display-Standard Glass – Tilt-adjustable stand, 80 Mac Studio, Apple M1 Ultra chip with 20-core CPU and 48-core GPU, 1TB SSD, Mac Studio; Apple M1 Ultra chip with 20-core CPU and 48-core GPU, 1TB SSD, Magic Keyboard with Numeric Keypad-US English-Silver and JAMF PRO 1YR MAC 5K-9999 PERP EDU-USA for the **Fremont High School New Construction Project**, in the lump sum amount of **\$492,545.89**, as the selected vendor, with work scheduled to commence on **January 12, 2023**, and scheduled to last until **June 30, 2023**, pursuant to the Agreement.

**Discussion** Vendor is a sole source, so bidding would not be advantageous. (Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631, 635-647.)

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

**Recommendation** Approval by the Board of Education of **Resolution Number 2223-0159** declaring the futility of public bidding and approving a Purchase Order Contract Agreement by and between the **District** and **Apple, Inc., Austin TX**, for the latter to provide software and equipment, to include 80 Apple Studio Display-Standard Glass – Tilt-adjustable stand, 80 Mac Studio, Apple M1 Ultra chip with 20-core CPU and 48-core GPU, 1TB SSD, Mac Studio; Apple M1 Ultra chip with 20-core CPU and 48-core GPU, 1TB SSD, Magic Keyboard with Numeric Keypad-US English-Silver and JAMF PRO 1YR MAC 5K-9999 PERP EDU-USA for the **Fremont High School New Construction Project**, in the lump sum amount of **\$492,545.89**, as the selected vendor, with work scheduled to commence on **January 12, 2023**, and scheduled to last until **June 30, 2023**, pursuant to the Agreement.

**Fiscal Impact** Fund 21 Building Funds, Measure J

**Attachments**

- Contract Justification Form
- Resolution No. 2223-0159
- Purchase Order Contract, including Exhibit A
- Routing Form



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

**Legislative File ID No.** 22-2754

**Department:** Facilities Planning and Management

**Vendor Name:** Apple Inc.

**Project Name:** Fremont High School New Construction Project

**Project No.:** 13158

**Contract Term:** Intended Start: 1-12-2023

**Intended End:** 6-30-2023

**Total Cost Over Contract Term:** \$492,545.89

**Approved by:** Tadashi Nakadegawa

**Is Vendor a local Oakland Business or has it met the requirements of the**

**Local Business Policy?**  Yes (No if Unchecked)

**How was this contractor or vendor selected?**

Apple, Inc., was chosen directly because they are the sole source for the District.

**Summarize the services or supplies this contractor or vendor will be providing.**

Apple Inc., will provide software and equipment, to include 80 Apple Studio Display-Standard Glass – Tilt-adjustable stand, 80 Mac Studio, Apple M1 Ultra chip with 20-core CPU and 48-core GPU, 1TB SSD, Mac Studio; Apple M1 Ultra chip with 20-core CPU and 48-core GPU, 1TB SSD, Magic Keyboard with Numeric Keypad-US English-Silver and JAMF PRO 1YR MAC 5K-9999 PERP EDU-USA for the Fremont High School New Construction Project.

**Was this contract competitively bid?**  Check box for “Yes” (If “No,” leave box unchecked)

If “No,” please answer the following questions:

1) How did you determine the price is competitive?

Apple, Inc., was selected because they are currently providing software and computer equipment for the District. Apple is the sole source for the District which provides cost savings online tools for educational operations. The District found that the Consultant performed work quickly, accurately, and efficiently, and at a reasonable cost.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)
- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*

- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

Maintenance Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

3) Explain in detail the facts that support the applicability of the exception marked above:

- Apple, Inc. is the sole source provider of Apple Products for private and public K-12 education institutions in the United States with a few limited exceptions, that would be inappropriate to utilize in this situation.

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

**RESOLUTION NO. 2223-0159**

**DECLARING THE FUTILITY OF PUBLIC BIDDING FOR  
THE PURCHASE OF COMPUTER EQUIPMENT  
AT THE FREMONT HIGH SCHOOL SITE, AND  
APPROVING A CONTRACT FOR THAT PURCHASE**

**WHEREAS**, the Oakland Unified School District (“District”) would like to award a contract to Apple, Inc. (“Vendor”) for the procurement of computer equipment at the Fremont high School site (“Products”);

**WHEREAS**, Vendor has provided a quote for the Work and is able to procure the Products for Four Hundred and Ninety-Two Thousand and Five Hundred and Forty-Five and 89/100 Dollars (\$492,545.89);

**WHEREAS**, the District’s staff believe that the Vendor’s quoted price to procure the Products is reasonable;

**WHEREAS**, the Products must be provided by the Vendor to ensure continuity of quality and appearance with, existing apple computers and to replace older model computers for continuity of the career technical program;

**WHEREAS**, procuring the Products from a firm other than the Vendor would result in waste and delay which would increase the expense of the District, because Vendor is the only source of Apple products for private or public K-12 education institutions, with a few limited exceptions that would be inappropriate in this situation.

**WHEREAS**, if the District were to bid the procurement, the prices of those bids would not be any higher than the price of Vendor’s quote for the Products because only a handful of strategic resellers are authorized to sell Apple products to private and public K-12 education institutions in the United States; and Apple ONLY allows educational institutions to buy products directly from them. The District cannot buy Apple computers from a different source as they would not be included in Apple school manager. Apple school manager is the background system in which Apple Inc., places all purchased products in so that the District is able to manage them;

**WHEREAS**, the District made a choice to use Apple computers, as the standard design labs across the District, as it is an educational standard in all of the school sites;

**WHEREAS**, California law provides that “Where competitive proposals work an incongruity

and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply” (*Hiller v. City of Los Angeles* (1961) 197 Cal.App.2d 685, 694), and that public entities need not comply with competitive bidding processes where to do so would be impractical or futile and would not serve the purposes of competitive bidding. (*Los Angeles Dredging Company v. City of Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631; and *Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331);

**WHEREAS**, competitively bidding the procurement would not affect the final result to the District except to further increase the cost of the procurement and delay completion of the procurement, as Apple Inc. is a sole source for its products in K-'12 education, and bidding would not produce an advantage to the District;

**NOW THEREFORE**, the Board of Education of the Oakland Unified School District hereby resolves, determines, and finds the following:

1. That the foregoing recitals are true.
2. For the sufficient and independent reasons stated above, a competitive public bidding process for the procurement would be unavailing, would not produce an advantage to the public or the District, and would not serve the goals of the competitive bid process in that it would not obtain the best economic result for the public.
3. Based on the foregoing, it would be incongruous, futile, and unavailing to publicly bid the procurement.
4. Accordingly, the District’s Governing Board hereby awards a Purchase Order Contract, in the amount of \$492,545.89 to Apple, Inc (Vendor, Education Price Quote No. 2211355883) to procure the Products, which contract is attached hereto as Exhibit “A,” without further advertising for or inviting of bids.

Passed 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 January 11, 2023.

<b>Legislative File</b>	
File ID Number:	22-2754
Introduction Date:	01/11/2023
Enactment Number:	
Enactment Date:	
By:	

**OAKLAND UNIFIED SCHOOL DISTRICT**

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Gary Yee  
President, Board of Education

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Kyla Johnson-Trammell  
Superintendent and Secretary, Board of Education

Attachment: Exhibit A: Purchase Order Contract

## OAKLAND UNIFIED SCHOOL DISTRICT

### PURCHASE ORDER CONTRACT

This Agreement is made this **12<sup>th</sup> day of January 2023** by and between **Oakland Unified School District**, “District” and **Apple, Inc.**, “Seller” with respect to the following recitals:

1. District is a public school district organized and existing under the laws of the State of California.
2. District desires to contract with Seller for the purchase and delivery of eighty Apple Studio Display and Mac bundles as described on Exhibit A, attached and incorporated herein (“Equipment”).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Purchase and Delivery of Equipment. Seller agrees to sell and deliver the Equipment to District at the following address: Fremont High School, 4610 Foothill Blvd., Oakland, CA.
2. Time of Commencement and Completion. The Equipment shall be delivered in full to the District no later than **June 30, 2023** (“Delivery Date”). Time is of the essence in this Contract.
3. Contract Sum. District agrees to pay Seller the sum of (\$492,545.89), following timely receipt of the Equipment and submission of an invoice to District.
4. [Not Used]
5. [Not used].
6. Indemnity. Seller shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature, and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Seller, or Seller’s employees, agents, or volunteers (collectively, the “Seller Parties”), in the performance of or failure to perform Seller’s obligations under this Contract or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of Equipment supplied pursuant to this Contract.
7. Transportation Charges. Seller agrees to deliver all Equipment prepaid unless otherwise specified. All costs for delivery and packaging of Equipment are the responsibility of Seller unless otherwise stated.

8. Inspection. All Equipment furnished must be in conformity with the specifications and Contract documents and will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Seller any portion of the Equipment which may be defective or which fails to comply with the specifications in Contract documents.

9. [Not Used]

10. Independent Contractor Status. Seller is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Seller is free from the control and direction of District in connection with the manner in which it provides the Services to District. Seller understands and agrees that Seller and the Seller Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

11. Taxes. All payments made by District to Seller pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Seller, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Seller shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Seller and the Seller Parties and otherwise in connection with this Agreement.

12. Fingerprinting Notice and Acknowledgement. Seller and the Seller Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form.

13. Tuberculosis Certification. Seller and the Seller Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Seller hereby represents and warrants to District the following:

A.  Seller and Seller Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B.  The following Seller and Seller Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

\_\_\_\_\_. [Attach and sign additional pages, as needed.]

Seller shall maintain on file the certificates showing that the Seller and Seller Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Seller and shall be available to District upon request or audit.

Seller further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Seller and Seller Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

14. Confidential Information. Seller shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Seller shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Seller shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

15. Assignment/Successors and Assigns. Seller shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

16. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the governing board.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

19. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Seller at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

20. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Seller shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Seller agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

21. Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

22. Attorneys' Fees. If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

23. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

24. Time. Time is of the essence to this Agreement.

25. Waiver. No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

26. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

27. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

28. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

29. Warranty of Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

30. Local Business. Seller shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."

31. Forms. The following forms, which must be executed by the Seller, are incorporated into the contract:

- Fingerprinting Notice and Acknowledgement.
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- ~~Local Business Participation Form.~~

Within ten (10) days after award and before commencement of the services, the signed agreement, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

32. Mediation. A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

33. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first

**DISTRICT:**

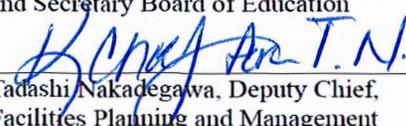
**OAKLAND UNIFIED SCHOOL DISTRICT**

APPLE, INC.

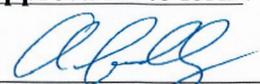
\_\_\_\_\_  
Gary Yee, President Board of Education                      Date

By \_\_\_\_\_  
[TITLE]

\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent,                      Date  
and Secretary Board of Education

 \_\_\_\_\_                      12/19/22  
Tadashi Nakadegawa, Deputy Chief,                      Date  
Facilities Planning and Management

**Approval as to form:**

By  \_\_\_\_\_  
General Counsel, Arne Sandberg  
Facilities Planning and Management

## Exhibit A

# Apple Inc. Education Price Quote

<b>Customer:</b>	JaQuan Cornish OAKLAND UNIFIED SCHOOL DISTRICT email: jaquan.cornish@ousd.org	<b>Apple Inc:</b>	Richard Zawatsky 6900 W. Parmer Lane Austin, TX 78729 email: rzawatsky@apple.com
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**Apple Quote:** 2211355883

**Quote Date:** Thursday, December 15, 2022

**Quote Valid Until:** Saturday, January 28, 2023

**Quote Comments:**

Please reference Apple Quote number on your Purchase Order.

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	<b>Apple Studio Display – Standard Glass – Tilt-Adjustable Stand</b> Part Number: MKOU3LL/A	80	\$1,499.00	\$119,920.00
2	<b>AppleCare+ for Apple Studio Display</b> Part Number: SEJX2LL/A	80	\$119.00	\$9,520.00
3	<b>Mac Studio: Apple M1 Ultra chip with 20-core CPU and 48-core GPU, 1TB SSD</b> Part Number: MJMW3LL/A <b>Configuration:</b> <ul style="list-style-type: none"> <li>• 065-CD6C Apple M1 Ultra with 20-core CPU, 48-core GPU, 32-core Neural Engine</li> <li>• 065-CCGF 64GB unified memory</li> <li>• 065-CCGJ 1TB SSD storage</li> <li>• 065-CDJ2 Back: Four Thunderbolt 4 ports, two USB-A ports, one HDMI port, one 10Gb Ethernet port, one 3.5 mm headphone jack</li> <li>• 065-CDNC Front: Two Thunderbolt 4 ports, one SDXC card slot</li> <li>• 065-CD63 None</li> <li>• 065-CCHK Accessory Kit</li> </ul>	80	\$3,599.00	\$287,920.00
4	<b>4-Year AppleCare+ for Schools – Mac Studio</b> Part Number: SEWQ2LL/A	80	\$169.00	\$13,520.00
5	<b>Magic Keyboard with Numeric Keypad – US English – Silver</b> Part Number: MQ052LL/A	80	\$129.00	\$10,320.00
6	<b>JAMF PRO 1YR MAC 5K-9999 PERP EDU-USA</b> Part Number: HLSA2LL/A	80	\$10.00	\$800.00

7	<b>JAMF PRO 1YR MAC 5K-9999 PERP EDU-USA</b> Part Number: HLSA2LL/A	80	\$10.00	\$800.00
8	<b>JAMF PRO 1YR MAC 5K-9999 PERP EDU-USA</b> Part Number: HLSA2LL/A	80	\$10.00	\$800.00
9	<b>Macally Optical USB-C Wired Mouse - White</b> Part Number: HPWH2ZM/A	80	\$29.95	\$2,396.00
10	<b>USB-C Digital AV Multiport Adapter</b> Part Number: MUF82AM/A	40	\$69.00	\$2,760.00

**Edu List Price Total \$448,756.00**

- eWaste Fee / Recycling Fee \$400.00

- Additional Tax \$0.00

- Estimated Tax \$43,389.89

- Total Tax \$43,389.89

**Extended Total Price\* \$492,545.89**

\*In most cases Extended Total Price does not include Sales Tax

\*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2211355883. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
  - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to [institutionorders@apple.com](mailto:institutionorders@apple.com). Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.
  - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT [contracts@apple.com](mailto:contracts@apple.com).
- B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
  - APPLE INC. AS THE VENDOR
  - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
  - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
  - PURCHASE ORDER NUMBER

- o VALID SIGNATURE OF AN AUTHORIZED PURCHASER
  - o APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
  - o TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
  - o CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Saturday, January 28, 2023 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
- o APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

Opportunity ID: 18000007960040  
<https://ecommerce.apple.com>

Fax:

[Terms & Use](#) | [Privacy Policy](#) | [Return Policy](#)  
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Document rev 10.6.1

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## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Fremont High School New Construction Project	<b>Site</b>	302
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### Basic Directions

**Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.**

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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### Contractor Information

Contractor Name	Apple, Inc.	Agency's Contact	Richard Zawatsky				
OUSD Vendor ID #		Title	Principal				
Street Address	5505 W Parmer Lane Bldg. 7	City	Austin	State	TX	Zip	78727
Telephone	510-674-6860	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	13158						

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	1-12-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2023
		New Date of Contract End (If Any)	

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$ 492,545.89	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9594	Fund 21 Measure J	210-9650-0-9594-8500-4420-302-9180-9005-9999-13158	4420	\$492,545.89

### Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	<b>Division Head</b>	Phone	510-535-7038	Fax	510-535-7082
1.	<b>Executive Director, Facilities Planning &amp; Management</b>	Signature	Date Approved <span style="font-size: 1.5em; color: blue;">12/19/22</span>		
	<i>[Signature]</i>				
2.	<b>General Counsel, Department of Facilities Planning and Management</b>	Signature	Date Approved <span style="font-size: 1.5em; color: blue;">12/19/22</span>		
	<i>[Signature]</i> LOZANO SMITH, approved as to form				
3.	<b>Deputy Chief, Facilities Planning and Management</b>	Signature	Date Approved <span style="font-size: 1.5em; color: blue;">12/19/22</span>		
	<i>[Signature]</i> Hon. T.N.				
4.	<b>Chief Financial Officer</b>	Signature	Date Approved		
5.	<b>President, Board of Education</b>	Signature	Date Approved		