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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

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

**Board Meeting Date** March 11, 2020

**Subject** Approval by the Board of Education for Procurement of Networking Equipment using the Special Project for Utility Rate Reduction Joint Powers Agreement (SPURR JPA) and to File for Erate Category 2 Funding  
Contract with Carousel Industries, Inc./SPURR JPA  
Contractor: Carousel Industries, Inc.

**Action Requested and Recommendation** Approval by the Board of Education for the Superintendent or designee to procure networking equipment using the Special Project for Utility Rate Reduction Joint Powers Agreement (SPURR JPA), to file for Erate Category 2 funding, and to use such funding to offset the cost of procuring networking equipment.

The Board would authorize the Superintendent or designee to file, prior to the program deadline of March 25, 2020, the District's Erate Category 2 application consistent with the information provided in this Memo, with leave to adjust formatting and make non-substantive modifications as necessary.

As part of this action, the Board would also authorize the Superintendent or designee to procure through SPURR 48 network switches, including modules, cables and installation, for an amount not to exceed \$475,000, and to use Erate Category 2 funding to cover a portion of the cost, for an estimated net cost to the District of \$135,000.

**Background** The Schools and Libraries Program of the Universal Service Fund, commonly known as "Erate," 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 most schools and libraries in the United States in obtaining affordable telecommunications and Internet access services.

Erate 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.

Erate provides discounts for communications support depending on the level of poverty and the urban/rural status of the population served, ranging from 20% to 90% of the costs of eligible services to schools, school districts, and libraries. In Erate 2.0 funding, this year all district schools are eligible at the 80% level for data communications and Internet access under Category 1 and 80% for internal connections under Category 2. This percentage is based on the district's National School Lunch Program participation level.

## **Discussion**

Oakland USD is a long standing member of the SPURR JPA. Over time SPURR has evolved and broadened its original focus and now publicly bids networking and other equipment and services for the benefit of all members of the JPA. In 2017, Carousel Industries was awarded the contract with the SPURR JPA for members to procure networking equipment. The District is in need of switches to improve network and internet access to our schools and wishes to use this contract to buy this equipment with the expectation that Erate funding will reimburse approximately \$340,000 of the purchase price.

Staff seeks approval from the Board to apply for the maximum refund (estimated to be up to 80%) for the cost of networking equipment (specifically switches and services needed) to successfully complete our migration for wide area network (WAN) services. The application would include (i) reimbursement requests for the cost of networking equipment at 48 OUSD school sites in amounts determined by the OUSD Technology Services Department, (ii) a description of the installation services to be provided at 48 OUSD school sites as determined by the OUSD Technology Services Department, and (iii) would otherwise be substantively the same as the District's Erate Category 1 application.

## **Competitively Bid**

Yes, through SPURR JPA

## **Fiscal Impact**

\$135,000 from 2020-21 Funding Resource:  
210-9799-0-9901-8500-6424-986-9860-9901-9999-99999  
Measure J, Network Equipment

## **Attachments**

- SPURR JPA Agreement
- SPURR JPA-Carousel Contract
- SPURR Authorization to Order
- Carousel Quote

Approved by  
Board of Education, OUSD  
Date 10/9/96  
Agenda No. 5  
GCA No. 23  
By 88



# 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: Shawn W. [Signature]

Dated: \_\_\_\_\_

Its: Project Director

Oakland Unified School District:

By: Lucella Harrison

Dated: \_\_\_\_\_

Its: President, Board of Education

By: Edgar [Signature]  
Deputy

Dated: \_\_\_\_\_

Its: Secretary, Board of Education

Approved as to form and procedure:

Steven A. Royston, OUSD  
General Counsel

Dated: 2-11-97

## SPURR MASTER CONTRACT: SMC-ER-027

This SPURR Master Contract (this “SMC”), is made as of January 19, 2017 (the “Effective Date”), by and between the School Project for Utility Rate Reduction (“SPURR”) and Carousel Industries, Inc. (“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 Government Code Sections 6500-6536. SPURR aggregates purchasing power and expertise for member and non-member facilities across California.
- B. 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, and provides discounts to assist schools and libraries in the United States to obtain affordable telecommunications, Internet access, and internal connections equipment.
- C. SPURR has established contracts for E-Rate eligible products and services which adhere to E-Rate rules and regulations through the following process:
  1. On 11/2/2016, SPURR issued a Request for Proposal for Network Infrastructure Equipment and Services (the “RFP”) on behalf of SPURR members. SPURR invited qualified vendors to submit pricing for E-Rate eligible products and 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, Number 170049302 as a consortium for Category 2 Services, consisting of Networking Equipment, Cabling and Basic Maintenance of Internal Connections.
  3. SPURR received one or more responses to the RFP. SPURR evaluated all responses which complied with the terms of the RFP, using the following criteria:
    - Price: 40%
    - Prior Experience: 25%
    - Understanding of Needs: 20%
    - Company Capabilities: 10%
    - Management Qualifications: 5%
    - TOTAL: 100%
  4. SPURR selected Vendor for an award under the RFP for specified products and services (the “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 products or services (“Services”) at the prices listed in Appendix B. Vendor accepts the award and confirms Vendor’s acceptance of all terms and conditions of the RFP, which are incorporated by this reference.

Services under this SMC shall be available for orders submitted to SPURR on or before 6/30/2019 (the “Order Deadline”), pursuant to the ATO process described in this SMC. Services

properly ordered prior to the Order Deadline may be delivered after Order Deadline. SPURR and Vendor may agree to extend the Order Deadline for up to an additional thirty-six (36) months beyond the initial Order Deadline.

Services may be delivered commencing on or after 7/1/2017 (the “Service Start Date”); provided, however, that non-recurring Services defined as Category Two for E-Rate purposes may be delivered commencing on or after 4/1/2017.

Prices listed in Appendix B to this SMC represent “ceiling” or “not-to-exceed” prices, valid through the “Order Deadline.” Vendor may offer lower prices to Participants, if circumstances warrant. This SMC includes the services and pricing offered in Vendor’s RFP response, as identified in Tab 5 – Cost Proposals.

## **2. PARTICIPANTS**

The pricing, terms, and conditions of this SMC will be made available to SPURR members and to other “Eligible Entities” who operate facilities in the state of California. Eligible Entities are all California public school districts, county offices of education, and community college districts, whether or not they are members of SPURR, and 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 education entities. A “Participant” is an Eligible Entity who chooses to purchase items through this SMC.

Vendor acknowledges that each Participant is responsible for (a) completing their own due diligence regarding the suitability of Vendor and Services for Participant’s needs, (b) entering into one or more agreements with Vendor to document the quantities, total costs, and delivery terms for Services, (c) 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 funding, if Participant is seeking E-Rate funding.

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, including but not limited to E-Rate funding for Services or Participant’s payments to Vendor. SPURR will not represent Vendor in the resolution of disputes with Participants.

## **3. AUTHORIZATIONS TO ORDER**

To confirm Participant’s request to buy, and Vendor’s agreement to sell, Services using the RFP, Participant and Vendor must complete and execute an Authorization to Order (an “ATO”) for the specific Services and submit that ATO to SPURR. The ATO will be in a form provided by SPURR to Vendor.

The ATO will contain a general description of the Services ordered, contact information for Vendor and Participant related to purchase and sale of the Services, and an acknowledgement that the purchase is subject to the terms of the RFP and this SMC. Participant and Vendor may agree on contingencies, such as timing or funding contingencies, applicable to delivery of Services.

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 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 Services until the ATO has been accepted by SPURR, as evidenced by SPURR’s execution of the ATO.**



#### 4. REPLACEMENT ITEMS

If, prior to the Order Deadline, items included in the 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 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.

#### 5. PROGRAM PROMOTION

SPURR generally expects Vendor to promote and support SPURR Master Contracts using methods that best suit the Vendor's business model, organization, and market approach. SPURR specifically expects Vendor to take the lead in generating interest in the SMC, to make its existing clients who are Eligible Entities aware of the existence of its SMC, and to use its SMC as Vendor's preferred form of contracting with Eligible Entities. Each winning Vendor will be expected to create and to use marketing and sales materials with SPURR's logo.

A winning Vendor may be asked to participate with SPURR staff in related trade shows, conferences, and online presentation to promote the SMC. Vendor is expected to lead the marketing and sales effort, with SPURR in a supporting role. SPURR will promote SMCs through the creation of marketing materials, as well as active outreach to its constituents.

SPURR expects Vendor's field and internal sales forces will 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. The Vendor shall also describe the process for managing leads and referrals regarding requests for service from Participants.

SPURR will schedule periodic reviews with Vendor to evaluate 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 reserves the right to terminate the SMC with a thirty (30) day written notice to the Vendor.

For equipment/goods contracts, Vendor shall be expected to achieve a minimum of \$200,000 in gross sales in Year 1 of the SMC and a minimum of \$500,000 in Year 2 of the SMC. For services contracts, Vendor shall be expected to achieve a minimum of \$50,000 in gross sales in Year 1 of the SMC and a minimum of \$250,000 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 reserves the right to terminate the SMC with a thirty (30) day written notice to the Vendor.

## **6. INVOICING FOR SERVICES**

Vendor shall invoice each Participant directly for Services and shall simultaneously submit copies of each invoice to SPURR for SPURR's records. Each Participant is responsible for payment to Vendor.

## **7. TRANSACTION REPORTING**

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

Vendor will report to SPURR all Services ordered by Participants, in reasonable detail, not later than sixty (60) days after order. Vendor acknowledges that SPURR will track the use of each SMC through databases managed by USAC-SLD.

## **8. ADMINISTRATIVE FEE**

Vendor shall pay to 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 agreement extensions or renewals. Computations of the Administrative Fee shall exclude state, local, or federal taxes levied on invoiced amounts.

The Administrative Fee is due and payable to SPURR within thirty (30) days of Vendor's receipt of invoice payment from Participant. Past due Administrative Fees shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

## **9. 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, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence 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.

## **10. 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.

## **11. SEVERABILITY**

In the event that 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.

## **12. DEFAULTS**

In the event that Vendor defaults in its obligations under this SMC, and if such default is not cured within 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.





### 13. GOVERNING LAW

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

### 14. 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, (c) upon receipt by facsimile as established by evidence of successful transmission, or (d) 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.

### 15. TERM

The term of this SMC (the "Term") shall commence on the Effective Date and shall expire on 6/30/2019, subject to (a) extension by mutual agreement of the parties for up to an additional three (3) years, and to (b) SPURR's right to terminate the SMC pursuant to Section 9, Program Promotion. The parties understand that Participants may order Services under this SMC to be delivered after the Term of this SMC; in some cases, Services may be delivered over multiple years after the Term.

**The expiration or termination of this SMC shall not affect Vendor's obligation to delivery Services as ordered by Participants during the Term.**

The parties' respective obligations under the following sections of this SMC shall survive any termination of this SMC: Sections 7 through 14, 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

Carousel Industries, Inc., a  
Rhode Island Corporation

By:  2-13-17

Print Name: David A. Colangelo, PMP

Print Title: Contracts Manager

Address for Notice:

Attn: Managing Director

1850 Gateway Blvd, Suite 235

Concord, CA 94520

Phone: (925)743-1292

Fax: (925)743-1014

Address for Notice:

Attn: David A. Colangelo, PMP

Address: \_\_\_\_\_

659 South County Trail

City, State, Zip: Exeter, RI, 02822

Phone: 401-583-7349

Fax: 401-667-5494

## APPENDIX A – VENDOR INFORMATION

Vendor: Carousel Industries, Inc.  
SPURR Master Contract: SMC-ER-027  
RFP Issued: 11/2/2016 RFP Title: Network Infrastructure Equipment and Services  
E-Rate Services Category: Networking Equipment, Cabling and Basic Maintenance of Internal Connections  
SPURR E-Rate Form 470 ID: 170049302  
Vendor Service Provider Identification Number (SPIN): \_\_\_\_\_  
Vendor URL (home page or page specific to SPURR program): \_\_\_\_\_  
General Description of Vendor: \_\_\_\_\_

### SMC Notice Contact

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, St, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Alt Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### Sales Contact

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, St, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Alt Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### Technical Contact

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, St, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Alt Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### Invoicing/Payables Contact

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, St, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Alt Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### E-Rate Contact

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, St, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Alt Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### Other Contact (Optional)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, St, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Alt Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## APPENDIX B – VENDOR PRICING

Vendor: Carousel Industries, Inc.

SPURR Master Contract: SMC-ER-027

RFP Issued: 11/2/2016 RFP Title: Network Infrastructure Equipment and Services

E-Rate Services Category: Networking Equipment, Cabling and Basic Maintenance of Internal Connections

SPURR E-Rate Form 470 Number: 170049302

Services:

a. Avaya equip

b. Extreme Networks equip

c. F5 Networks equip

d. Fortinet equip

e. Juniper Networks equip

f. Oracle Corporation equip

g. Network Wiring and Basic Maint of Internal Connections, which may include installation, software, and basic tech support svcs, related to above named equip

### Price List:

Itemized price list must either (a) be attached to SMC, or (b) if document is too lengthy to attach conveniently in paper form, be provided to SPURR in a searchable Excel or pdf file titled "SMC-ER-027 AppxB-PriceListEffective[DATE]," or a substantially similar title.



**AMENDMENT TO SPURR MASTER CONTRACT -- SMC-ER-027**

This Amendment to SPURR Master Contract (this "Amendment"), is made effective as of February 14, 2019 (the "Effective Date") by and between the School Project for Utility Rate Reduction ("SPURR"), and Carousel Industries, Inc. ("Vendor").

**BACKGROUND**

A. SPURR is a Joint Powers Authority formed by public school districts, county offices of education, and community college districts pursuant to the California Joint Exercise of Powers Act. SPURR aggregates purchasing power and expertise for member and non-member agencies. SPURR has established statewide contracts for telecommunications and networking services through Requests for Proposal ("RFPs").

B. Vendor received an award under a SPURR RFP process. SPURR Master Contract SMC-ER-027 (the "SMC") was executed to confirm that award, for the following products or services ("Services"):

- a. Avaya equip
- b. Extreme Networks equip
- c. F5 Networks equip
- d. Fortinet equip
- e. Juniper Networks equip
- f. Oracle Corporation equip
- g. Network Wiring and Basic Maint of Internal Connections, which may include installation, software, and basic tech support svcs, related to above named equip

C. Capitalized terms used in this Amendment shall have the meanings assigned to them in the SMC, except as expressly revised in this Amendment.

For good and valuable consideration, the parties wish to amend the SMC as set forth below.

**AGREEMENT**

**1. REVISIONS TO SECTION 1, GRANT AND ACCEPTANCE OF AWARD**

The Order Deadline set forth in SMC Section 1 is revised to read: "6/30/2020".

In compliance with Federal Communications Commission Order DA 14-1556, released and adopted October 28, 2014, the following text is inserted at the end of SMC Section 1:

"For the avoidance of doubt, this SMC does not restrict a Participant from purchasing equipment under one SPURR Master Contract while securing installation of that equipment under the same or another SPURR Master Contract. The parties recognize that each Participant shall determine for itself whether purchasing equipment and installation under separate SPURR Master Contracts is the most cost-effective approach to obtaining such equipment and installation services."

**2. REVISIONS TO SECTION 15, TERM**

The date set forth in SMC section 15 is revised to read: "6/30/2020".

The phrase "obligation to delivery Services . . ." is corrected to read "obligation to deliver Services. . ."

**3. EFFECT OF AMENDMENT; COUNTERPARTS**

Except as expressly set forth in this Amendment, the SMC has not been revised.

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

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

By: \_\_\_\_\_

Michael Rochman  
Managing Director

**VENDOR: Carousel Industries, Inc.**

By: \_\_\_\_\_

Print Name: David Colangelo

Print Title: Federal Business Manager

## AMENDMENT TO SPURR MASTER CONTACT -- SMC-ER-027

This Amendment to SPURR Master Contract (this "Amendment"), is made effective as of January 21, 2020 (the "Effective Date") by and between the School Project for Utility Rate Reduction ("SPURR"), and Carousel Industries, Inc. ("Vendor").

### BACKGROUND

A. SPURR is a Joint Powers Authority formed by public school districts, county offices of education, and community college districts pursuant to the California Joint Exercise of Powers Act. SPURR aggregates purchasing power and expertise for member and non-member agencies. SPURR has established statewide contracts for telecommunications and networking services through Requests for Proposal ("RFPs").

B. Vendor received an award under a SPURR RFP process. SPURR Master Contract SMC-ER-027 (the "SMC") was executed to confirm that award, for the following products or services ("Services"):

- a. Avaya equip
- b. Extreme Networks equip
- c. F5 Networks equip
- d. Fortinet equip
- e. Juniper Networks equip
- f. Oracle Corporation equip
- g. Network Wiring and Basic Maint of Internal Connections, which may include installation, software, and basic tech support svcs, related to above named equip

C. Capitalized terms used in this Amendment shall have the meanings assigned to them in the SMC, except as expressly revised in this Amendment.

For good and valuable consideration, the parties wish to amend the SMC as set forth below.

### AGREEMENT

#### 1. REVISIONS TO SECTION 1, GRANT AND ACCEPTANCE OF AWARD

The Order Deadline set forth in SMC Section 1 is revised to read: "6/30/2022".

#### 2. REVISIONS TO SECTION 15, TERM

The date set forth in SMC section 15 is revised to read: "6/30/2022".

#### 3. EFFECT OF AMENDMENT; COUNTERPARTS

Except as expressly set forth in this Amendment, in a prior Amendment effective on or about February 14, 2019, and in periodic pricing list updates, the SMC has not been revised.

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

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

**VENDOR:** Carousel Industries, Inc.

By: \_\_\_\_\_  
Michael Rochman  
Managing Director

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_



AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT  
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP

**Vendor: Carousel Industries, Inc. SPURR Master Contract: SMC-ER-027**

RFP Title: Network Infrastructure Equipment and Services

RFP Issued: 11/2/2016

Award: a. Avaya equip

b. Extreme Networks equip

c. F5 Networks equip

d. Fortinet equip

e. Juniper Networks equip

f. Oracle Corporation equip

g. Network Wiring and Basic Maint of Internal Connections, which may include installation, software, and basic tech support svcs, related to above named equip

Earliest Start Date of Services: 7/1/2017, except that non-recurring Category Two Services may be installed as early as 4/1/2017

Last Date to Order, unless extended: 6/30/2019

E-Rate Priority Level or Category: 2

E-Rate Services Category: Networking Equipment, Cabling and Basic Maintenance of Internal Connections

SPURR E-Rate Form 470 Number: 170049302

Participant Form 470, if referenced: \_\_\_\_\_

Specific Services Ordered (attach separate sheet if necessary): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Services Order Date: \_\_\_\_\_

Scheduled Start Date of Services: \_\_\_\_\_

Total Order Value: \$ \_\_\_\_\_

By executing and presenting this ATO to SPURR, Participant confirms that it has agreed to buy from Vendor, and Vendor confirms that it has agreed to sell to Participant, the above-described products or services (the "Services"), all pursuant to the terms, conditions, and prices set forth in Vendor's response to SPURR's RFP referenced above (the "RFP"), the attached General Terms and Conditions (January 17, 2017 revision), and subject to any funding or delivery contingencies as mutually agreed by Vendor and Participant.


The terms of the RFP, the attached General Terms and Conditions, and the SPURR Master Contract awarded to Vendor pursuant to the RFP are incorporated by this reference.

**A fully executed ATO must be submitted to SPURR not later than thirty (30) days after Participant and Vendor reach agreement on quantities and delivery terms for Services.**

AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT  
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP

**Vendor: Carousel Industries, Inc.**

**SPURR Master Contract: SMC-ER-027**

<u>Participant Authorization</u>	<u>Vendor Authorization</u>
Participant: _____	Vendor: <u>Carousel Industries, Inc.</u>
Street Address: _____	Street Address: _____
City, St, Zip: _____	City, St, Zip: _____
Contact Name: _____	Contact Name: _____
Contact Title: _____	Contact Title: _____
Contact Phone: _____	Contact Phone: _____
Contact Email: _____	Contact Email: _____
Authorized Signature: 	Authorized Signature: _____
Print Name: <u>Jody London</u>	Print Name: _____
Print Title: <u>President, Board of Education</u>	Print Title: _____
Date: <u>3/12/2020</u>	Date: _____

Please submit completed ATO to SPURR either by scan and confirmed email to [erate@spurr.org](mailto:erate@spurr.org).  
SPURR will send a copy of accepted ATO to Participant and Vendor for their files.

<u>SPURR Acceptance</u>	
Authorized Signature: _____ Michael Rochman Managing Director	Date: _____ Phone: 925-743-1292 Email: <a href="mailto:ERate@spurr.org">ERate@spurr.org</a>

  
\_\_\_\_\_  
Kyla Johnson Trammell  
Secretary, Board of Education

3/12/2020

**AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT  
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP**

**Vendor: Carousel Industries, Inc.      SPURR Master Contract: SMC-ER-027**

**General Terms and Conditions for SPURR Authorization to Order, January 10, 2017  
Revision**

**A. BACKGROUND**

1. The School Project for Utility Rate Reduction ("SPURR") SPURR is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. SPURR aggregates purchasing power and expertise for member and non-member facilities across California.
2. 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, and provides discounts to assist schools and libraries in the United States to obtain affordable telecommunications, Internet access, and internal connections equipment.
3. On 11/2/2016, SPURR issued a Request for Proposal for Network Infrastructure Equipment and Services (the "RFP") on behalf of SPURR members. SPURR invited qualified vendors to submit pricing for E-Rate eligible products and services in response to the RFP.
  - a. In conjunction with publishing the RFP, SPURR posted on the USAC-SLD Website an E-Rate Form 470 application, Number 170049302 as a consortium for Priority or Category 2 Services, consisting of Networking Equipment, Cabling and Basic Maintenance of Internal Connections.
  - b. SPURR received one or more responses to the RFP. SPURR evaluated all responses which complied with the terms of the RFP, using the following criteria: Price: 40%, Prior Experience: 25%, Understanding of Needs: 20%, Company Capabilities: 10%, Management Qualifications: 5%, TOTAL: 100%
  - c. SPURR selected Vendor for an award under the RFP for specified products and services (the "Services") and entered into a SPURR Master Contract ("SMC") with that Vendor.
4. Any California school, school district, library, community college, county office of education, public agency, or non-profit educational entity using the RFP to buy Services is defined as a "Participant" in this program, whether or not the Participant seeks, or ultimately obtains, E-Rate funding. To confirm Participant's agreement to buy Services from Vendor, and Vendor's agreement to sell Services to Participant, pursuant to the SPURR RFP and the SMC, Participant and Vendor must execute an Authorization to Order (an "ATO") and submit the ATO to SPURR. An ATO does not document precise quantities and delivery terms for the Services, as Participant and Vendor will enter a separate agreement between them for that purpose and for any contingencies.
5. SPURR will provide to each Participant and to Vendor upon request copies of the RFP and related files, the associated Form 470s and SMCs, and any ATOs executed by Participant and Vendor.

**B. PARTICIPANT AGREES AS FOLLOWS:**

1. Participant agrees to the terms and conditions of the RFP and the SMC covering the requested Services.
2. Any additions or deletions to Services listed on this ATO shall be promptly reported to SPURR through an amendment to this ATO, signed by Participant and Vendor.
3. Participant acknowledges that it has performed its own due diligence in selecting the Vendor and the Services and their suitability to Participant's needs.

**AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT  
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP**

**Vendor: Carousel Industries, Inc.      SPURR Master Contract: SMC-ER-027**

4. If Participant wishes to maintain E-Rate eligibility for the Services, then Participant either shall reference SPURR's E-Rate Form 470 as the "Establishing Form 470" of Participant's corresponding E-Rate Form 471, or shall reference Participant's own Form 470. If Participant has referenced, or intends to reference, a SPURR Form 470 in connection with purchases under the RFP, then Participant (a) confirms that it is a member of SPURR, and (b) ratifies SPURR's issuance of the RFP and filing of Form 470 on Participant's behalf. Participant will deliver to SPURR upon request any documents reasonably necessary to evidence (a) or (b). SPURR will deliver to Participant upon request copies of all prior membership or ratification documents related to Participant in SPURR's possession or control.
5. Participant certifies that it will file all E-Rate forms and documents, and will comply with all E-Rate rules and regulations, related to the Services; provided, that SPURR is responsible for filing the referenced Form 470 and for conducting the RFP process. Participant will indemnify and hold harmless SPURR from any and all obligations arising from forms filed by Participant or from the acquisition by Participant of E-Rate funding for the Services.

**C. VENDOR AGREES AS FOLLOWS:**

1. Vendor agrees to the terms and conditions of the RFP and the SMC covering the requested Services.
2. Any additions or deletions to Services listed on this ATO shall be promptly reported to SPURR through an amendment to this ATO, signed by Participant and Vendor.
3. Vendor will indemnify, defend and save harmless SPURR and any Participant contracting with Vendor ("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, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor, its employees, agents, representatives, or subcontractors in connection with or incident to this ATO, 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.
4. Vendor shall invoice each Participant directly for Services and shall promptly submit to SPURR electronic copies of each invoice. For each month or calendar quoting during which Participant pays for delivered Services (a "Reporting Period"), Vendor shall submit to SPURR, within fifteen (15) days after each Reporting Period, a report in acceptable Excel format on all Services delivered to and paid for by Participant during the Reporting Period. Each Participant is responsible for payment to Vendor.
5. Vendor shall pay to SPURR the Administrative Fee in accordance with the RFP and the SMC. SPURR does not charge fees to Participants under this program. The Administrative Fee shall not appear on invoices from Vendor to Participant.

### Oakland Unified School District

Customer Billing Information	Quote Information
Oakland Unified School District Attention: 1000 Broadway, Ste 300 Oakland, CA 94607-4033 US	Account Executive: Matthew Bridgen Phone: (650) 954-2803 Email: mbridgen@carouselindustries.com

**Comments: For Oakland USD**

**SPIN Number 143025324**

Product			
Item Description	Qty	Unit Price	Total Price
Juniper Networks : EX3400 48-port 10/100/1000BaseT PoE+, 4 x 1/10G SFP/SFP+, 2 x 40G QSFP+, redundant fans, front-to-back airflow, 1 AC PSU JPSU-920-AC-AFO included (optics sold separately)	3	\$ 1,271.66	\$3,814.98
Juniper Networks : EX3400 920W AC Power Supply, front-to-back airflow (power cord needs to be ordered separately)	3	\$ 225.53	\$676.59
Juniper Networks : Power Cord, AC, US/Canada, C13, 15A/125V, 2.5m, Straight	3	\$ 4.73	\$14.19
Juniper Networks : Small Form Factor Pluggable 10 Gigabit Ethernet (SFP+) LR Optics	3	\$ 400.96	\$1,202.88
Juniper Networks : Enhanced Feature License for EX3400-48T/P, EX3300-48T/P, EX2300-48T/P, EX2200-48T/P, and EX2300-48MP SKUs	3	\$ 1,516.30	\$4,548.90
Juniper Networks : EX4600, 24 SFP+/SFP ports, 4 QSFP+ ports, 2 expansion slots, redundant fans, 2 AC power supplies, front to back airflow	45	\$ 2,417.79	\$108,800.55
Juniper Networks : Small Form Factor Pluggable 10 Gigabit Ethernet (SFP+) LR Optics	45	\$ 400.96	\$18,043.20
Juniper Networks : EX4600, Advanced Feature License for IS-IS, BGP, MPLS	45	\$ 3,790.76	\$170,584.20
<b>SubTotal</b>			<b>\$307,685.49</b>

Support Services			
Item Description	Qty	Unit Price	Total Price
Juniper Networks : Juniper Care Next Day Support for EX3400-48P	3	\$ 298.22	\$894.66
Juniper Networks : Juniper Care Next Day Support for EX4600-40F	45	\$ 1,064.00	\$47,880.00
<b>SubTotal</b>			<b>\$48,774.66</b>

Shipping services			
Item Description	Qty	Unit Price	Total Price
Estimated Freight Expense	1	\$ 8,502.90	\$8,502.90
<b>SubTotal</b>			<b>\$8,502.90</b>

Taxes			
Item Description	Qty	Unit Price	Total Price
Estimated Tax	1	\$ 28,461.00	\$28,461.00
<b>SubTotal</b>			<b>\$28,461.00</b>



Implementation Services			
Item Description	Qty	Unit Price	Total Price
Carousel Industries Professional Services - Data Labor	1	\$ 81,147.99	\$81,147.99
SubTotal			<b>\$81,147.99</b>

Quote Totals		
Product Total	Support Total	Labor Total
\$344,649.39	\$48,774.66	\$81,147.99
		Quote Total
		\$ 474,572.04

**Terms and Conditions**

All new products are guaranteed to be as specified by the manufacturer's documentation and are provided with the manufacturer's standard product warranty. All refurbished components are covered by a Carousel direct warranty. Customer is responsible for any electrical service, environmental conditions and cable work needed to support the quoted Products unless otherwise specified on the Quote. Any changes to the above Products and/or Scope of Work will require the written authorization of both Carousel and the Customer.

A deposit for hardware, software, and support is due net 30 days from the execution of this quote. Labor will be invoiced upon project completion, due net 30 days. For multi-site installations, individual sites will be invoiced as completed, due net 30 days. The quote does not include sales tax and as applicable, will be added to the final invoice. If shipping charges apply and the amount is known when quoting, those charges will be included as a separate line item on the quote, otherwise will be added to the final invoice.

All work is done subject to the terms and conditions of Carousel's Master Agreement (available at <http://www.carouselindustries.com/master-agreement>) unless Carousel and the Customer have previously agreed to otherwise in writing. All returns are done in accordance with Carousel's Return Policy which is also available at <http://www.carouselindustries.com/master-agreement>.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

By signing below, Customer makes an offer to purchase the Products and/or Services above from Carousel. Carousel's acceptance of this offer to purchase shall be evidenced by the conversion of the Quote into a Carousel Service Order, and the return of the Service Order number to the Customer.

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Customer Signature:

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Name

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Title

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Date

---

Carousel Signature:

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Name

---

Title

---

Date



**Carousel Industries of North America, Inc.**  
P.O. Box 842084  
Boston, MA 02284-2084  
Phone: (800) 401-0760

Date: 02-05-20

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**Bill To:**

Oakland Unified School District

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<u>Sales Rep</u>	<u>SF #</u>	<u>Customer PO</u>	<u>Terms</u>
Matthew Bridgen	591298		Net 30

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<u>Description</u>	<u>Total</u>
Deposit	<b>\$393,424.05</b>

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*This is a deposit/milestone invoice only.  
Upon completion of your project you will receive a final invoice which will include any freight and/or sales tax, if applicable. Please note that the final invoice will be subject to any sale tax rate increase at the time of invoicing, not time of completion.*