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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. 2425-0151 Declaring it Is In The Best Interest 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) and Approval of Purchase Agreement with CDW Government, LLC (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. 2425-0151 - Declaring It Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract With CDW Government [CDW-G], LLC. Properly Entered Into Through the School Project for Utility Rate Reduction ("SPURR") Joint Powers Authority (JPA) and approval of a Purchase Agreement by and between District and CDW-G, Vernon Hills, IL, for Network Infrastructure Equipment and Services, as specified, for the period April 1, 2025 to September 30, 2027, in an amount not to exceed \$433,316.23, subject to award of E-Rate funding.

Breakdown of Costs

Equipment Replacements	Contract Amount	E-Rate Portion of Cost	Bond Funded
UPS Units	\$433,316.23	\$368,316.23	\$65,000.00

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 power backup for network services to be installed at school sites in our main network rooms. 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. 2425-0151, 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 use this contract to apply for E-Rate funding to offset the fiscal impact of updating our equipment. The expected funding provided by the E-Rate program is estimated to be \$368,316.23 gained through reimbursements to the district and direct payments to CDW-G.

Fiscal Impact

The fiscal impact will be approximately \$65,000.00 from Measure Y - 10-9655-0-9000-8500-6420-986-9180-9906-9999-24174 after E-Rate discounts are applied.

Attachment(s)

- Resolution No. 2425-0151 - Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With CDW Government, LLC. 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
- SPURR Authorization to Order (ATO) Form
- CDW-G Quote

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

Resolution No. 2425-0151

**Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With
CDW Government, LLC. 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 October 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 Government, LLC 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 June 30, 2025;

WHEREAS, the District finds it advantageous to procure the equipment, licensing, services and support from CDW Government, LLC (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 with CDW-G, pursuant to the same terms and conditions found in the Agreement not-to-exceed amount of \$433,316.23 subject to award of E-Rate funding from April 1, 2025 to September 30, 2027.

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:	25-0395
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

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.

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	138876	Spin #	143005588
E-Rate Funding Year	2025	FCC Registration #	0012123287
Customer	Oakland Unified School District 1011 Union St 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)	470#

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 Vertiv 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: 2/4/2025

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 jeffmit@cdw.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: _____

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

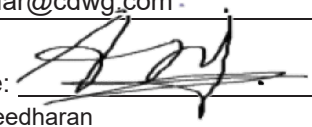
Scheduled Services Start Date: Pending Award

Total Order Value: \$ 433,316.23

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 949607</u>	City, St, Zip: <u>Vernon Hills, IL 60061</u>
Contact Name: <u>Colleen Calvano</u>	Contact Name: <u>John Hart</u>
Contact Title: <u>Executive Director Tech Svcs.</u>	Contact Title: <u>Executive Account Manager</u>
Contact Phone: <u>510-879-2022</u>	Contact Phone: <u>312-705-8935</u>
Contact Email: <u>Colleen.calvano@ousd.org</u>	Contact Email: <u>johnhar@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>2/4/2025</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.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PHBV366	2/3/2025	VERTIV SPURR BOM W/O RACK/PDU	0373552	\$433,316.23

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Vertiv Liebert GXT5 Lithium-Ion N Online UPS 1500VA 1350W 120V Rack Tower Mfg. Part#: GXT5LI-1500LVRT2UXLN Contract: SPURR Vertiv Networking (SMC-TN-048)	5	6953824	\$2,395.00	\$11,975.00
Vertiv Liebert GXT5 Lithium-Ion N Online UPS 2000VA 1800W 120V Rack Tower Mfg. Part#: GXT5LI-2000LVRT2UXLN Contract: SPURR Vertiv Networking (SMC-TN-048)	43	6954900	\$2,725.00	\$117,175.00
Vertiv Liebert GXT5 Lithium-Ion N Online UPS 3000VA 2700W 120V Rack Tower Mfg. Part#: GXT5LI-3000LVRT2UXLN Contract: SPURR Vertiv Networking (SMC-TN-048)	12	6877602	\$3,995.00	\$47,940.00
Vertiv Liebert External Battery Cabinet for Liebert GXT5 LIO UPS 48V Mfg. Part#: VEBCLI-48VRT1U Contract: SPURR Vertiv Networking (SMC-TN-048)	60	7047068	\$1,450.00	\$87,000.00
INSTALL-NEW SITE Mfg. Part#: INSTALL REQUESTED CDW Power Installation/Configuration Services w/ Project Management Included Contract: SPURR Vertiv Networking (SMC-TN-048)	1	3573044	\$142,157.00	\$142,157.00

SUBTOTAL	\$406,247.00
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SHIPPING \$0.00
SALES TAX \$27,069.23
GRAND TOTAL **\$433,316.23**

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 900 HIGH ST OUSD DISTRICT WAREHOUSE OAKLAND, CA 94601-4405 Shipping Method: DROP SHIP-COMMON CARRIER
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

John Hart (K-12 Sr. Account Manager) | (877) 554-4480 | johnhar@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



STATEMENT OF WORK

Project Name:	Oakland USD - E-Rate 28 Vertiv UPS Implementation	Seller Representative: Jeff Mitchell +1 (847) 4656000 jeffmit@cdw.com
Customer Name:	OAKLAND UNIFIED SCHOOL DISTRICT	
CDW Affiliate:	CDW Government LLC	Solution Architect:
Subcontractor:	Sacramento Computer Power, Inc.	
Date:	February 04, 2025	
Drafted By	Paul Davila	

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

Subject to the other provisions of this SOW, Provider will perform the following services:

- Receive all equipment at SacPower warehouse in Sacramento, CA.
- Configuration of IP settings on (60) network management cards.
- Transport of all power related equipment to designated sites.
- Removal of up to (60) existing UPS units and (60) existing Battery Cabinets.
- Installation of (5) Vertiv 1500VA UPS, (43) Vertiv 2000VA UPS, (12) Vertiv 3000VA UPS, and (60) Vertiv 48V Battery Cabinets in 2-post racks or wall racks.
- Start-up of all new equipment. Assumes required 5-15R (1500VA UPS), 5-20R (2000VA UPS), and L5-30R (3000VA UPS) power outlets are present to power UPS units at time of installation.

-
- All work to be completed outside of regular school hours or during regular school hours when students are not at school sites.
 - Prevailing Wage rates for Installation services.

PROVIDER RESPONSIBILITIES

Provider is responsible for the following:

1. Review existing documentation of the Oakland Unified School District.
2. Coordinate site access with Customer personnel.
3. Help facilitate periodic conference calls with Customer and CDW personnel to discuss project progress and remediate any issues causing delays.
4. Project Manager included.

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Provide a bill of materials for each specific closet.
2. Provide dates and times when the scheduled work can be performed.
3. Provide drawing of closet locations within the school.
4. Provide onsite contact for school site.
5. Provide access to all rooms/closets that require installation of a new UPS system.
6. Provide details on least obstructed path to bring equipment in/out of each closet.
7. Provide required electrical outlet for each new UPS system.
8. Provide required 3U of rack space for new UPS system in each MDF/IDF closet.
9. Provide secure area to park SacPower work vehicles at school site.

PROJECT ASSUMPTIONS

1. Customer is able to provide access to MDF/IDF rooms during preferred work hours.

OUT OF SCOPE

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

1. Providing any of the equipment to be installed.
2. Verification that each network rack has required 3U of space for each new UPS system. If required rack space is not available at time of installation, SacPower will provide additional quote for return trip to complete installation of UPS system.
3. Verification that required 5-15R (1500VA units), 5-20R (2000VA units), and L5-30R (for 3000VA units) power outlets are present at time of installation. If outlets not available, SacPower will provide a quote for additional labor charges for return trip to start-up UPS units.
4. Power-down and power-up of any IT equipment not included.
5. Dressing/clean-up of existing customer power cables or network cables.

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

Item	Description	Format
New Inventory List	Inventory list of new UPS units by MDF/IDF closet. Data will include: Site, MDF/IDF Number, Make, Model, and Serial Number	Excel
User Manuals	Vertiv User Manuals for UPS units	Hard Copy from Vertiv

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.

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 \$142,157.00.

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

Milestone	Percentage	Fee
UPS Installation Services for first (15) UPS Systems	25%	\$35,539.25
UPS Installation Services for next (15) UPS Systems	25%	\$35,539.25
UPS Installation Services for next (15) UPS Systems	25%	\$35,539.25
UPS Installation Services for last (15) UPS Systems	25%	\$35,539.25
Totals	100%	\$142,157.00

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

Travel Notice

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

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

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