

**CDW Government LLC
Purchase Agreement for E-Rate Customers
ERATE BOM
Contract #210650
Spin #143005588
FCC Registration #0012123287**

This E-rate Customer Purchase Agreement (this “Agreement”) is by and between CDW Government LLC an Illinois corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 (“Seller”), and Oak Park School District 97, a non-profit school or library eligible for Universal Service funding, with offices at 260 Madison St., Oak Park, IL 60302 (“Customer”) and is effective on April 1, 2018 (“Effective Date”).

Definitions:

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

“E-Rate” – The education rate funding program that is a part of the Schools and Libraries Program 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.

“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.

“Customer” – an E-rate customer that is a school or library eligible to participate in the E-Rate program and, that is applying for E-Rate discount on Products ordered from Seller.

“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.

“Funding Year” – The specific calendar period, as defined by the SLP, during which the Customer is approved for funding or discounts on Products.

“SLP” - The Schools and Libraries Program of the Universal Service Fund, which includes the E-Rate Program and that is administered by the Universal Service Administrative Company (USAC) under the direction of the United States Federal Communications Commission (“FCC”).

“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.

1. TERMS AND CONDITIONS

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions on Seller’s website at <http://www.cdwg.com/content/terms-conditions/product-sales.asp> (the “Product Sales Terms and Conditions”), unless otherwise stated herein.

2. PURCHASE AUTHORIZATIONS

A. E-Rate Status

Customer represents and warrants that it qualifies as eligible under the SLP to receive E-Rate funding.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT AS REQUIRED BY USAC and the SLP.

B. E-Rate Purchases

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.

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.

3. ORDERING AND ASSISTANCE

A. Ordering

Purchase orders shall be submitted directly to Seller at the following address or fax number:

CDW Government LLC
Attn: E-Rate Sales K-12
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Phone: 800-328-4239
Facsimile: Please fax Purchase Orders to your Account Manager

B. Required Information

All orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) 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; and 10) 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.

C. Assistance with Order

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.

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.

4. PRICE AND PAYMENT TERMS

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.

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. All prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer.

B. Payment Terms

Customer must choose one of the following payment methods. However, Customers that choose to order Products prior to receiving their FCDL shall be required to follow the BEAR payment method.

1. 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.

2. 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.

All payments, regardless of method, shall be submitted to the address set forth below:

CDW Government LLC
Attn: Accounts Receivable
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

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.

5. 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.

6. TERM & RENEWAL OF AGREEMENT

The term of this Agreement shall be for a period of one (1) year commencing on April 1, 2018 ("Effective Date). Notwithstanding the foregoing, Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer. In addition, the Customer may immediately terminate this Agreement or withdraw an order upon written notice to Seller in the event that funds are not appropriated to Customer under this program ("Termination Notice"). In the event that Customer terminates this Agreement due to non-appropriation of funds, then Seller may immediately cease performance. However, the Customer shall remain liable for any Products that Seller has shipped or services already provided or subscribed and 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.

The term of this Agreement may be renewed in the event that Customer receives an extension of funding from the SLP and upon Seller’s and Customer’s mutual written consent.

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 at the following address:

If to Seller:
CDW Government LLC
Attn.: Director, Program Sales
2 Corporate Drive, Suite 800
Shelton, CT 06484

If to Customer:
Oak Park School District 97

260 Madisoon St.
Oak Park, IL 60302

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 the State of Illinois, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Cook County, Illinois, and Customer consents to the jurisdiction of the federal and state courts located therein Customer shall submit to the jurisdiction thereof and waives the right to change venue. Customer further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

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. **This contract is for Funding Year 21 (2018) which is effective as of July 1, 2018 and terminates on June 30, 2019.**

CDW Government LLC

Customer

(Authorized Signature)

(Authorized Signature)

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT I
Quote

Beye

					Estimate ID:	WB75112352WM	
					All prices are shown in USD		
Part Number	Description	Service Duration (Months)	Unit List Price	Qty	Unit Net Price	Disc(%)	Extended Net Price
AIR-AP2802I-B-K9	802.11ac W2 AP w/CA; 4x4:3; Int Ant; 2xGbE B	---	1,295.00	37	556.85	57.00	20,603.45

Brooks

					Estimate ID:	WB75112352WM	
					All prices are shown in USD		
Part Number	Description	Service Duration (Months)	Unit List Price	Qty	Unit Net Price	Disc(%)	Extended Net Price
AIR-AP2802I-B-K9	802.11ac W2 AP w/CA; 4x4:3; Int Ant; 2xGbE B	---	1,295.00	5	556.85	57.00	2,784.25

Hatch

					Estimate ID:	WB75112352WM	
					All prices are shown in USD		
Part Number	Description	Service Duration (Months)	Unit List Price	Qty	Unit Net Price	Disc(%)	Extended Net Price
AIR-AP2802I-B-K9	802.11ac W2 AP w/CA; 4x4:3; Int Ant; 2xGbE B	---	1,295.00	28	556.85	57.00	15,591.80

Holmes

					Estimate ID:	WB75112352WM	
					All prices are shown in USD		
Part Number	Description	Service Duration (Months)	Unit List Price	Qty	Unit Net Price	Disc(%)	Extended Net Price
AIR-AP2802I-B-K9	802.11ac W2 AP w/CA; 4x4:3; Int Ant; 2xGbE B	---	1,295.00	53	556.85	57.00	29,513.05

Irving

					Estimate ID:	WB75112352WM	
					All prices are shown in USD		

Part Number	Description	Service Duration (Months)	Unit List Price	Qty	Unit Net Price	Disc(%)	Extended Net Price
AIR-AP2802I-B-K9	802.11ac W2 AP w/CA; 4x4:3; Int Ant; 2xGbE B	---	1,295.00	41	556.85	57.00	22,830.85

Julian

					Estimate ID:	WB75112352WM		
					All prices are shown in USD			
Part Number	Description	Service Duration (Months)	Unit List Price	Qty	Unit Net Price	Disc(%)	Extended Net Price	
AIR-AP2802I-B-K9	802.11ac W2 AP w/CA; 4x4:3; Int Ant; 2xGbE B	---	1,295.00	5	556.85	57.00	2,784.25	

Lincoln

					Estimate ID:	WB75112352WM		
					All prices are shown in USD			
Part Number	Description	Service Duration (Months)	Unit List Price	Qty	Unit Net Price	Disc(%)	Extended Net Price	
AIR-AP2802I-B-K9	802.11ac W2 AP w/CA; 4x4:3; Int Ant; 2xGbE B	---	1,295.00	45	556.85	57.00	25,058.25	

Longfellow

					Estimate ID:	WB75112352WM		
					All prices are shown in USD			
Part Number	Description	Service Duration (Months)	Unit List Price	Qty	Unit Net Price	Disc(%)	Extended Net Price	
AIR-AP2802I-B-K9	802.11ac W2 AP w/CA; 4x4:3; Int Ant; 2xGbE B	---	1,295.00	9	556.85	57.00	5,011.65	

Mann

					Estimate ID:	WB75112352WM		
					All prices are shown in USD			
Part Number	Description	Service Duration (Months)	Unit List Price	Qty	Unit Net Price	Disc(%)	Extended Net Price	
AIR-AP2802I-B-K9	802.11ac W2 AP w/CA; 4x4:3; Int Ant; 2xGbE B	---	1,295.00	38	556.85	57.00	21,160.30	

Whittier

					Estimate ID:		WB75112352WM
					All prices are shown in USD		
Part Number	Description	Service Duration (Months)	Unit List Price	Qty	Unit Net Price	Disc(%)	Extended Net Price
AIR-AP2802I-B-K9	802.11ac W2 AP w/CA; 4x4:3; Int Ant; 2xGbE B	---	1,295.00	9	556.85	57.00	5,011.65