

CDW Government LLC
Purchase Agreement for E-Rate Customers
HTRP443
Contract # FY2011083
Spin #143005588
FCC Registration #0012123287

This Purchase Agreement for E-rate Customers (this "Agreement") dated as of the date executed by CDW Government LLC (the "Effective Date") is by and between CDW Government LLC, an Illinois corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 ("Seller"), and THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT #74, a non-profit school or library eligible for Universal Service funding, with offices at 6950 N EAST PRAIRIE RD, LINCOLNWOOD, IL, 60712-2554 ("Customer").

Definitions:

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

"E-Rate" – The Education Rate funding provided by the 1996 Telecommunications Act designed to provide twenty to eight-five percent (20%-85%) discounts to schools and libraries for eligible products and services.

"E-Rate Eligible Products" or "Products" – Products which include but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items eligible for E-rate discounts in accordance with the rules adopted by the Federal Communications Commission.

"E-Rate Customer" or "Customer" – the Board of Education of Lincolnwood School District #74, which is a non-profit school or library eligible for The Schools and Libraries Program of the Universal FUND, applying for an E-Rate discount on E-Rate Eligible Products.

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

"SLD" – Schools and Libraries Division, a not-for-profit organization, established by the FCC, to administer the Program for schools and libraries.

"Funding Year" – The specific calendar period, as defined by the SLD, during which the Customer is approved for funding or discounts on E-Rate Eligible Products.

1. TERMS AND CONDITIONS

All orders submitted to Seller for Products under this Agreement are subject to the terms and conditions on CDW-G's website at <http://www.cdwg.com/content/terms-conditions/product-sales.asp> (the "Product Sales Terms and Conditions"), unless explicitly otherwise provided herein. In the event of a conflict between the terms and conditions contained in this Agreement and the terms and conditions contained in the Product Sales Terms and Conditions, this Agreement shall prevail.

2. PURCHASE AUTHORIZATIONS

A. E-Rate Status

Customer represents and warrants that it qualifies as eligible under the Program in order to receive E-Rate discounts. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT WHEN EXECUTED WILL CONSTITUTE A CONTRACT AS REQUIRED BY SLD. This Agreement is contingent upon evidence of award of E-Rate funding and Customer board approval, if applicable.

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 for E-Rate discounts as specified by SLD guidelines. IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO SLD. Form 486 must be approved by SLD prior to order placement. The Form 486 informs SLD when the Customer and/or the eligible entity that Customer represents is receiving, is scheduled to receive, or has received service in the relevant Funding Year from the service provider(s). Receipt by SLD of a properly completed Form 486 triggers the process for the SLD to receive the invoice.

3. ORDERING AND ASSISTANCE

A. Ordering

Customer may purchase Products from Seller by submitting purchase orders 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
Ryan Parvis (847) 371-2114

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 SLD 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 that are not consistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall be null and void and shall not be applicable hereto or binding on Seller, unless agreed to in writing by Seller. FOR THOSE PRODUCTS CHANGE AND THAT CHANGE OCCURS AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED SELLER WILL MAKE REASONABLE EFFORTS TO MAKE AVAILABLE TO THE CUSTOMER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE IF AVAILABLE, UPON SLD’S APPROVAL REGARDING PRODUCT SUBSTITUTION.

4. PRICE AND PAYMENT TERMS

A. Price

The Price shall be as stated by Seller’s Account Manager in the Product quotation attached hereto as Exhibit I, or subsequent quotations agreed to by the parties. Prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer. Any taxes will be listed separately on the invoice.

B. Payment Terms (Customer must choose one)

1. Form 474 Service Provider Invoice (SPI) Method

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

2. Form 472 Billed Entity Applicant Reimbursement (BEAR) Method

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

All payments for both methods shall be submitted to the address presented below:

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

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 regulations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF 100% OF THE PRODUCT PRICE IN THE EVENT THAT CUSTOMER PLACES AN ORDER FOR PRODUCTS FOR WHICH SLD DISALLOWS CUSTOMER’S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF THE DISCOUNTED AMOUNT FOR SUCH PRODUCTS. PROVIDED, HOWEVER, THAT IF SLD DISALLOWS CUSTOMER’S REQUEST FOR DISCOUNT CUSTOMER IS IN NO WAY REQUIRED TO PLACE THE ORDER FOR PRODUCTS.

Customers that choose to order E-Rate Eligible Products prior to July 1 shall be required to use the BEAR Method.

5. NON-ASSIGNABILITY AGREEMENT

Neither party may assign or otherwise transfer its rights or delegate its obligations under this Agreement without the other party’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 the 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; provided,

however, that Seller must fulfill any orders placed by Customer and accepted by Seller prior to the date of termination. In addition, the Customer may immediately terminate this Agreement for convenience upon written notice to Seller ("Termination Notice"). In the event that Customer terminates this Agreement for convenience, then Seller may immediately cease performance. However, the Customer shall still be liable for any Products that Seller has shipped, in addition to any support for which Customer has subscribed and/or purchased prior to Seller's receipt of the Termination Notice. Customer will also pay Seller for any out-of-pocket costs resulting from any such termination.

The term of this Agreement may be renewed at any time upon the mutual signature by Seller and Customer. The renewal shall be based on an extension of funding from the SLD.

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:

LINCOLNWOOD SCHOOL DISTRICT #74
COURTNEY ADAMS
6950 N EAST PRAIRIE RD
LINCOLNWOOD, IL 60712-2554

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 Cook County, Illinois, or the United States District Court for the Northern District of Illinois, and Customer consents to the jurisdiction of the federal and state courts located therein, 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. Notwithstanding anything contained in the Product Sales Terms and Conditions to the contrary, the Parties shall not be required to resolve any dispute through arbitration, unless mutually agreed upon in writing. Notwithstanding anything contained in the Product Sales Terms and Conditions, the Parties may institute any action under this Agreement within the statute of limitations period provided by applicable law.

11. DOCUMENT RETENTION

All documents related to this Agreement will be kept on file by both Parties for 10 years after the project completion in accordance with the rules of the SLD.

12. COMPLIANCE WITH LAWS

Seller represents and certifies that it is not barred from entering into this Agreement as a result of a violation of either the bid rigging or bid rotating provisions of the *Illinois Criminal Code of 1961*. Additionally, Seller shall comply with all applicable non-discrimination laws in providing its Services under this Agreement, specifically including, but not limited to, the *Illinois Human Rights Act*.

13. CONFIDENTIAL INFORMATION

Notwithstanding anything contained in the Product Sales Terms and Conditions to the contrary, Seller understands and acknowledges that Customer is a public body subject to the Illinois Freedom of Information Act and that Customer is obligated to release certain information pursuant to requests under said Act. Accordingly, any release of information by Customer pertaining to the Agreement, specifically including Confidential Information, pursuant to a Freedom of Information request shall not be a breach of this Agreement.

14. INSURANCE

Seller shall obtain and maintain in effect during the term of this Agreement, at its own expense, commercial general liability insurance in the amount of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Seller shall include the Customer as an additional insured on the commercial general liability insurance and any umbrella or excess insurance maintained by the Seller. Such policy will be primary and noncontributory and will specifically cover Seller's indemnification obligations under this Agreement. To the

extent that Seller is required by law to maintain worker’s compensation insurance, Seller shall maintain worker’s compensation insurance in the amounts required by law. Seller shall provide the Customer with certificates of insurance verifying such coverage. Seller may utilize umbrella or excess insurance to meet the requirements of this Paragraph. Such excess or umbrella policies shall be subject to the same requirements of the commercial general liability insurance and such policies shall follow the commercial general liability insurance policy. To the fullest extent permitted without invalidating any insurance of the Seller, Seller on its behalf and on behalf of its insurers, waives any right of subrogation that the Seller and its insurers may have against the Customer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. **This contract is for Funding Year 2017 which begins July 1, 2017 and extends until June 30, 2018.**

CDW Government LLC

Board of Education of Lincolnwood School District No. 74

Mark A. Ellis

(Authorized Signature)

(Authorized Signature)

Mark A. Ellis

Printed Name

Printed Name

Title: Manager, Program Management

Title: _____

Date: 04/17/2017 _____

Date: _____

EXHIBIT I
Quote

QUOTE CONFIRMATION



DEAR COURTNEY ADAMS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HTRP443	3/21/2017	LINCOLNWOOD 74 ERATE 2017	1313173	\$33,732.20

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Catalyst 2960X-48LPS-L - switch - 48 ports - managed - rack-mountable Mfg. Part#: WS-C2960X-48LPS-L UNSPSC: 43222612 Contract: MARKET	9	3063061	\$2,238.00	\$20,142.00
Cisco FlexStack-Plus - network stacking module Mfg. Part#: C2960X-STACK UNSPSC: 43201404 Contract: MARKET	11	3075418	\$621.40	\$6,835.40
Cisco Catalyst 2960XR-24PD-I - switch - 24 ports - managed - rack-mountable Mfg. Part#: WS-C2960XR-24PD-I UNSPSC: 43222612 Contract: MARKET	2	3308285	\$3,377.40	\$6,754.80
PURCHASER BILLING INFO			SUBTOTAL	\$33,732.20
Billing Address: LINCOLNWOOD SCHOOL DISTRICT #74 BUSINESS MGR. 6950 N EAST PRAIRIE RD LINCOLNWOOD, IL 60712-2554 Phone: (847) 675-8234 Payment Terms: NET 30 Days-Govt/Ed			SHIPPING	\$0.00
			GRAND TOTAL	\$33,732.20
			Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO				
Shipping Address: LINCOLNWOOD SCHOOL DISTRICT #74 BUSINESS MGR. 6950 N EAST PRAIRIE RD LINCOLNWOOD, IL 60712-2554 Phone: (847) 675-8234 Shipping Method: DROP SHIP-GROUND				

Need Assistance? CDW•G SALES CONTACT INFORMATION



Ryan Parvis

(877) 325-3396

ryanpar@cdwg.com

This quote 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

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Lincolnwood District 74

district total

1.16.2017

Ryan Parvis

ryanpar@cdwg.com

847-371-5514

CDW•G E-Rate SPIN # 143005588

Part Number	Description	Service Duration	Unit List Price	Qty	Unit Net Price	Disc(%)	Extended Net Price
WS-C2960X-48LPS-L	Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base	---	5,595.00	9	2,238.00	60.00	20,142.00
CON-SW	smartnet 2960-x K12 erate	12	0.00	9	0.00	30.00	0.00
CAB-16AWG-AC	AC Power cord, 16AWG	---	0.00	9	0.00	0.00	0.00
PWR-CLP	Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches	---	0.00	9	0.00	0.00	0.00
C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	---	1,195.00	11	621.40	48.00	6,835.40
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	---	0.00	11	0.00	0.00	0.00
WS-C2960XR-24PD-I	Catalyst 2960-XR 24 GigE PoE 370W, 2 x 10G SFP+, IP Lite	---	6,495.00	2	3,377.40	48.00	6,754.80
CON-SW	smartnet 2960-x K12 erate	12	409.00	2	0.00	30.00	0.00
CAB-TA-NA	North America AC Type A Power Cable	---	0.00	2	0.00	0.00	0.00

TOTAL: \$33,732.20



Lincolnwood District 74

Rutledge Hall

1.16.2017

Ryan Parvis

ryanpar@cdwg.com

847-371-5514

CDW•G E-Rate SPIN # 143005588

Part Number	Description	Service Duration	Unit List Price	Qty	Unit Net Price	Disc(%)	Extended Net Price
WS-C2960X-48LPS-L	Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base	---	5,595.00	3	2,238.00	60.00	6,714.00
CON-SW	smartnet 2960-x K12 erate	12	0.00	1	0.00	30.00	0.00
CAB-16AWG-AC	AC Power cord, 16AWG	---	0.00	1	0.00	0.00	0.00
PWR-CLP	Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches	---	0.00	1	0.00	0.00	0.00
C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	---	1,195.00	4	621.40	48.00	2,485.60
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	---	0.00	4	0.00	0.00	0.00
WS-C2960XR-24PD-I	Catalyst 2960-XR 24 GigE PoE 370W, 2 x 10G SFP+, IP Lite	---	6,495.00	1	3,377.40	48.00	3,377.40
CON-SW	smartnet 2960-x K12 erate	12	409.00	1	0.00	30.00	0.00
CAB-TA-NA	North America AC Type A Power Cable	---	0.00	1	0.00	0.00	0.00

TOTAL: \$12,577.00



Lincolnwood District 74

Todd Hall

1.16.2017

Ryan Parvis

ryanpar@cdwg.com

847-371-5514

CDW•G E-Rate SPIN # 143005588

Part Number	Description	Service Duration	Unit List Price	Qty	Unit Net Price	Disc(%)	Extended Net Price
WS-C2960X-48LPS-L	Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base	---	5,595.00	5	2,238.00	60.00	11,190.00
CON-SW	smartnet 2960-x K12 erate	12	0.00	1	0.00	30.00	0.00
CAB-16AWG-AC	AC Power cord, 16AWG	---	0.00	1	0.00	0.00	0.00
PWR-CLP	Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches	---	0.00	1	0.00	0.00	0.00
C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	---	1,195.00	6	621.40	48.00	3,728.40
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	---	0.00	6	0.00	0.00	0.00
WS-C2960XR-24PD-I	Catalyst 2960-XR 24 GigE PoE 370W, 2 x 10G SFP+, IP Lite	---	6,495.00	1	3,377.40	48.00	3,377.40
CON-SW	smartnet 2960-x K12 erate	12	409.00	1	0.00	30.00	0.00
CAB-TA-NA	North America AC Type A Power Cable	---	0.00	1	0.00	0.00	0.00

TOTAL: \$18,295.80



Lincolnwood District 74

Lincoln Hall

1.16.2017

Ryan Parvis

ryanpar@cdwg.com

847-371-5514

CDW•G E-Rate SPIN # 143005588

Part Number	Description	Service Duration	Unit List Price	Qty	Unit Net Price	Disc(%)	Extended Net Price
WS-C2960X-48LPS-L	Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base	---	5,595.00	1	2,238.00	60.00	2,238.00
CON-SW	smartnet 2960-x K12 erate	12	0.00	1	0.00	30.00	0.00
CAB-16AWG-AC	AC Power cord, 16AWG	---	0.00	1	0.00	0.00	0.00
PWR-CLP	Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches	---	0.00	1	0.00	0.00	0.00
C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	---	1,195.00	1	621.40	48.00	621.40
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	---	0.00	1	0.00	0.00	0.00

TOTAL: \$2,859.40