

**CDW Government LLC**  
**Purchase Agreement for E-Rate Customers**  
**ERATE Pricing**  
**Contract # FY2110223**  
**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 BRECKSVILLE-BROADVIEW CITY SCHL DST, a non-profit school or library eligible for Universal Service funding, with offices at 6638 MILL RD, BRECKSVILLE, OH, 44141-1512 ("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:

BRECKSVILLE-BROADVIEW CITY SCHL DST  
JOHN SCHINKER  
6638 MILL RD  
BRECKSVILLE, OH, 44141-1512

**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**

# Component 1



## QUOTE CONFIRMATION

DEAR JOHN SCHINKER,

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
JMXG203	1/18/2018	UPS ERATE	2035442	\$59,452.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Tripp Lite 2200VA UPS Smart AVR Sine Wave LCD USB DB9 Energy Star 2URM</a> Mfg. Part#: SMART2200RM2U UNSPSC: 39121011 Contract: MARKET	62	271879	\$840.00	\$52,080.00
<a href="#">Tripp Lite 2-Post Rackmount / Wallmount Installation Kit Select UPS</a> Mfg. Part#: 2POSTRMKITWM UNSPSC: 24102001 The 2 post kit can also be used as a wallmount kit. So it should be used as a two post rack mount kit at almost all of the locations, and then as a wallmount when needed. Contract: MARKET	56	805927	\$60.00	\$3,360.00
<a href="#">NEW ITEMS DO NOT PICK THIS LINE</a> Mfg. Part#: NEW-ITEM rack/stack installation with 2 people *customer requests deliver to 27 locations throughout the district* Contract: MARKET	1	NEW-ITEM	\$3,880.00	\$3,880.00
<a href="#">Tripp Lite Upright Tower Conversion Kit for 2URM to 9URM Rackmount UPS</a> Mfg. Part#: 2-9USTAND UNSPSC: 24102001 Contract: MARKET	2	565616	\$66.00	\$132.00

PURCHASER BILLING INFO		SUBTOTAL	\$59,452.00
<b>Billing Address:</b> BRECKSVILLE-BROADVIEW CITY SCHL DST ACCTS PAYABLE 6638 MILL RD BRECKSVILLE, OH 44141-1512 <b>Phone:</b> (440) 740-4000 <b>Payment Terms:</b> NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		GRAND TOTAL	<b>\$59,452.00</b>
	<b>DELIVER TO</b>	<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
<b>Shipping Address:</b> BRECKSVILLE-BROADVIEW CITY SCHL DST JOHN SCHINKER 6638 MILL RD BRECKSVILLE, OH 44141-1512 <b>Phone:</b> (440) 740-4000 <b>Shipping Method:</b> FEDEX Ground			



Michelle Rietema

(866) 224-4820

mmeyers@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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# Component 2



## QUOTE CONFIRMATION

DEAR JOHN SCHINKER,

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
JNNH143	1/31/2018	ERATE ERATE 2018 OM3 CABLING	2035442	\$37,130.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">NEW ITEMS DO NOT PICK THIS LINE</a>	1	NEW-ITEM	\$37,130.00	\$37,130.00
Mfg. Part#: NEW-ITEM High School Fiber Installation: Install a total of 10 OM3 12 strand /OS1 12 strand armor jacket fibers to closets per the provided RFP MDF-HS_IDF1A MDF-HS_IDF1B MDF-HS_IDF1C MDF-HS_IDF1D MDF-HS_IDF1E MDF-HS_IDF1F MDF-HS_IDF2C MDF-HS_IDF2D MDF-HS_IDF3D MDF-HS_TECH Middle School Fiber Installation: Install a 2 OM3 12 strand /OS1 12 strand armor jacket fibers. MDF-IDFG MDF-IDFM All fibers will home run back to a main MDF and terminate in a rack mount enclosure at each end. All fiber will be fusion spliced with LC connectors for the highest quality of connection. A 2 meter LC-LC fiber jumper is included for each end of each fiber run. Assumes all pathways are large enough to support the new fiber and that ceilings are drop type or has existing wall channel large enough to support the new cabling. NO WALLCHANNEL IS INCLUDED IN THIS PROPOSAL Contract: MARKET				

PURCHASER BILLING INFO	SUBTOTAL	\$37,130.00
<b>Billing Address:</b> BRECKSVILLE-BROADVIEW CITY SCHL DST ACCTS PAYABLE 6638 MILL RD BRECKSVILLE, OH 44141-1512 <b>Phone:</b> (440) 740-4000 <b>Payment Terms:</b> NET 30 GOVT-E-RATE BEAR	SHIPPING	\$0.00
	GRAND TOTAL	<b>\$37,130.00</b>
	<b>DELIVER TO</b>	
		Please remit payments to:

**Shipping Address:**  
BRECKSVILLE-BROADVIEW CITY SCHL DST  
JOHN SCHINKER  
6638 MILL RD  
BRECKSVILLE, OH 44141-1512  
**Phone:** (440) 740-4000  
**Shipping Method:** UPS Ground (2- 3 Day)

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



Michelle Rietema

(866) 224-4820

mmeyers@cdwg.com

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