

E-RATE PURCHASE AGREEMENT

This E-Rate Customer Purchase Agreement (this “Agreement”) is entered into on Feb 4, 2022 (“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 Warren County School District, a non-profit school or library eligible for Universal Service funding, as defined below.

E-Rate Contract Number	81535	Spin #	143005588
E-Rate Funding Year	25	FCC Registration #	0012123287
Customer	Warren County School District 6820 Market Street Russell, PA, 16345	Seller	CDW Government LLC 230 N. Milwaukee Avenue Vernon Hills, IL 60061
Effective Date	Feb 4, 2022	Quoted Items (see exhibit 1)	

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. FY25 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 on Seller’s website at <https://www.cdwg.com/content/cdwg/en/terms-conditions/sales-and-service-projects.html> (the “Sales and Service Projects”), unless otherwise stated herein and is also subject to the PEPPM contract terms contract terms and conditions.

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 USAC and the SLP.

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.

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4. ORDERING AND ASSISTANCE

A. Ordering

Purchase orders shall be submitted directly to Seller at:

CDW Government LLC
Attn: E-Rate Sales K-12
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
Phone: 800-328-4239
Facsimile: Please fax Purchase Orders to your Account Manager

B. Other Requirements

- i. 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.
- 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 issue with the E-Rate portion, Warren County School District accepts full responsibility for the cost of this purchase, \$_____.”

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.

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

B. Payment Terms

- i. 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.

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☐ **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.

- ii. 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. Seller DOES NOT accept SPI orders before July 1 of the Funding Year.
- iii. All payments, regardless of method, shall be submitted to "Accounts Receivable" at the Seller's address listed above.
- iv. 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.

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.

- i. The term of this Agreement shall commence on Feb 4, 2022 ("Effective Date") and be valid through the later of the Funding Year 25 or 9/30/2023.
- ii. 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.

- iii. 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 PA, 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.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CDW Government LLC

Warren County School District

(Authorized Signature)

(Authorized Signature)

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT I **Quote**

PEPPM Mini-Bid Bid Request Template

Warren County School District E-rate Funding Year 2022

UPSs

BIDDER INFORMATION:	Company Name:	CDW Government LLC
	Company SPIN:	143005588
	Contact Name:	Thomas Figueiredo
	Contact E-mail:	thomfig@cdwg.com
	Contact Phone:	(203) 851-7220

To Be Completed by School						To Be Completed by Vendor		Only required for vendors submitting equivalent product line quotes (different manufacturer than Column C)		
School/Building Name (Optional)	PEPPM Category	Preferred Manufacturer Name or Equivalent	Description (optional)	Model Number (SKU)	Estimated Quantity	Price/Unit	Extended Price (quantity * unit price)	Equivalent Make	Equivalent Model	Has the equivalent equipment met the compatibility requirements listed below, if any, and have you attached the required proof of quality and functionality equivalency? Yes/No
Eisenhower Middle High	UPS	CyberPower or equivalent	Minimum of 8 Ports (4 battery,	PR1500LCDRTL2U	3	900	\$2,700.00	Eaton	5PX1500RTN	yes
Eisenhower Elem	UPS	CyberPower or equivalent	Minimum of 8 Ports (4 battery,	PR1500LCDRTL2U	3	900	\$2,700.00	Eaton	5PX1500RTN	yes
Youngsville Middle High	UPS	CyberPower or equivalent	Minimum of 8 Ports (4 battery,	PR1500LCDRTL2U	2	900	\$1,800.00	Eaton	5PX1500RTN	yes
Youngsville Elem	UPS	CyberPower or equivalent	Minimum of 8 Ports (4 battery,	PR1500LCDRTL2U	2	900	\$1,800.00	Eaton	5PX1500RTN	yes
Warren County Career Center	UPS	CyberPower or equivalent	Minimum of 8 Ports (4 battery,	PR1500LCDRTL2U	3	900	\$2,700.00	Eaton	5PX1500RTN	yes
Warren Area Highschool	UPS	CyberPower or equivalent	Minimum of 8 Ports (4 battery,	PR1500LCDRTL2U	6	900	\$5,400.00	Eaton	5PX1500RTN	yes
All	UPS	CyberPower or equivalent	Vendors must provide details of the manufacturer's standard bundled warranty for all above equipment.							https://www.eaton.com/us/en-us/skuPage.5PX1500RTN.html
						\$17,100.00				

If vendors are bidding an "equivalent" product line that is different than what is listed in Column C, the products must be equivalent in quality and functionality, and must be fully interoperable and compatible with the District's existing equipment/systems which are as follows:

Schools: List below what existing equipment/software/systems any proposed equivalent equipment must be fully compatible with. Be specific.

The District's current UPS systems have network cards for remote monitoring, mangement and alerts, using the CyberPower, PowerPanel Business software. Any equivalent proposals must be fully interoperable with the District's existing CyberPower monitoring and management systems