

INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

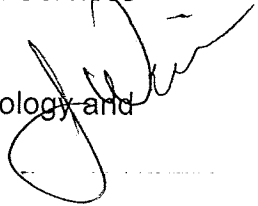
REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: April 24, 2017

SUBJECT: CDW-G Agreement

ORIGINATING DEPARTMENT: Technology and Information Services


APPROVAL OF ADMINISTRATIVE: John Weisser
CABINET MEMBER: Executive Director of Technology and Information Services



RESOLUTION FOR BOARD TO ADOPT:

RESOLVED, that the School Board of Independent School District 271 approves the agreement with CDW-G for the purchase of networking equipment.

RECOMMENDATION OF SUPERINTENDENT:

Approve. 

DETAILED BACKGROUND:

Each year, the Technology and Information Services department replaces portions of our networking infrastructure with equipment such as POE (power over ethernet) switches, switch modules (components to upgrade switches), and wireless access points.

This agreement is the outcome of the form 470 E-Rate process to replace networking equipment. The T&I team worked with the Business office to follow E-Rate eligibility and discounting processes, as defined under the 1996 Telecommunications Act.

The District's legal counsel and insurance agent of record have reviewed the agreement.

**CDW Government LLC
Purchase Agreement for E-Rate Customers
HPLJ142
Contract # FY2011086
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 ISD 271 BLOOMINGTON SCHOOLS, a non-profit school or library eligible for Universal Service funding, with offices at 1350 W 106TH ST, BLOOMINGTON, MN, 55431-4152 ("Customer"), (the "Parties", and each, a "Party").

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" – 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 acceptance by Seller and the terms and conditions herein encompass the entire understanding of the Parties with respect to the subject matters herein and supersedes all other understandings with respect to the subject matter hereof, whether oral, written, electronic or implied, if any between the Parties hereto with respect to the subject matter hereof. All additions or modifications to this agreement must be made in writing and signed by both Parties.

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 shall 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

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 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 which 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. 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. 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. Excluding accepted orders, 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. 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

Unless duly ordered by a Court, 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 the Effective Date. Notwithstanding the foregoing, either Party may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the other Party. In

addition, the Customer may immediately terminate this Agreement 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 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:

ISD 271 BLOOMINGTON SCHOOLS
JENNIFER HAZEL
1350 W 106TH ST
BLOOMINGTON, MN, 55431-4152

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 modifies 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 Minnesota, without regard to conflicts of laws rules. Any litigation will be brought exclusively in Minnesota

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. WARRANTY

All product and software warranties reside with the manufacturer. All other express and implied warranties are disclaimed.

13. LIMITATION OF LIABILITY

Neither Party will be liable for any indirect, consequential, incidental, punitive, or special damages, and any damages shall not exceed the lesser of the dollar amount paid under this agreement for product(s) giving rise to the claim, or \$50,000.00.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. This contract is for Funding Year 20 (2017) which begins July 1, 2017 and extends until June 30, 2018.

CDW Government LLC

Customer

(Authorized Signature)

(Authorized Signature)

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT I
Quote

QUOTE CONFIRMATION



DEAR JENNIFER HAZEL,

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
HPLJ142	12/19/2016	ERATE SPIN# 143005588	6142168	\$188,938.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Aruba 2920-48G-PoE+ - switch - 48 ports - managed - rack-mountable</u> Mfg. Part#: J9729A#ABA UNSPSC: 43222612 Contract: MARKET	25	4361338	\$1,770.00	\$44,250.00
<u>HPE - expansion module</u> Mfg. Part#: J9534A UNSPSC: 43201404 Contract: MARKET	20	4360729	\$1,365.00	\$27,300.00
<u>HPE - SFP+ transceiver module - 10 Gigabit Ethernet</u> Mfg. Part#: J9152A UNSPSC: 43201553 Contract: MARKET	32	4361322	\$340.00	\$10,880.00
<u>HPE - expansion module</u> Mfg. Part#: J9536A UNSPSC: 43201404 Contract: MARKET	25	4360731	\$1,630.00	\$40,750.00
<u>HPE - expansion module - 8 ports</u> Mfg. Part#: J9538A UNSPSC: 43201404 Contract: MARKET	12	4360733	\$1,830.00	\$21,960.00
<u>Aruba Instant IAP-315 (US) - wireless access point</u> Mfg. Part#: JW813A UNSPSC: 43222631 Contract: MARKET	122	4361281	\$359.00	\$43,798.00

PURCHASER BILLING INFO	SUBTOTAL	\$188,938.00
	SHIPPING	\$0.00
	GRAND TOTAL	\$188,938.00
Billing Address: ISD 271 BLOOMINGTON SCHOOLS EDUCATIONAL SERVICES CENTER 1350 W 106TH ST BLOOMINGTON, MN 55431-4152 Phone: (952) 681-6400 Payment Terms: NET 30 Days-Govt/Ed		
DELIVER TO	Please remit payments to:	

Shipping Address:
BLOOMINGTON SCHOOL DIST 271
JENNIFER HAZEL
1350 W 106TH ST
BLOOMINGTON, MN 55431-4152
Shipping Method: DROP SHIP-GROUND

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

Need Assistance? CDW•G SALES CONTACT INFORMATION



Mayank Srivastava

| (866) 626-8519

| mayasri@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager.

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