

CDW Government LLC
Purchase Agreement for Emergency Connectivity Fund Customers
ECF Pricing
Contract #74732
SPIN #143005588
FCC Registration #0012123287

This Emergency Connectivity Fund (“ECF”) 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 BERKELEY UNIFIED SCHOOL DISTRICT, a non-profit school or library eligible for ECF funding, with offices at 2020 BONAR ST, Berkeley, CA, 94702 (“Customer”) and is effective on August 10, 2021 (“Effective Date”).

Definitions:

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

“ECF” – The Emergency Connectivity Fund program that was established in the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) on March 11, 2021. The ECF, administered by USAC on behalf of the FCC, temporarily provides funding for eligible schools and libraries to purchase broadband Internet access service and certain equipment and devices for educational purposes.

“Products” – ECF eligible products or services, including Wi-Fi hotspots, modems (e.g., air cards), routers, devices that combine a modem and a router, laptop and tablet computers capable of connecting to advanced telecommunications and information services, and components included by the manufacturer and necessary for the equipment to operate (e.g., cords and chargers). Manufacturer warranties for a period of up to three years are also Products when provided as an integral part of an eligible component, without a separately identifiable cost. Installation, activation, and initial configuration costs, taxes, shipping charges, and other reasonable fees incurred with the purchase of a Product are also Products.

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

“Funding Commitment Decision Letter” or “FCDL” – A letter that a Customer receives from USAC that indicates that USAC has approved funding for the Products and identifies the amount of funding approved.

“Funding Period” – The specific period, as defined by FCC and USAC, during which the Customer is approved for funding or discounts on Products.

“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 ECF.

1. TERMS AND CONDITIONS

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions of the Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT) Contract (the “Product Sales Terms and Conditions”), unless otherwise stated herein in the Agreement.

2. PURCHASE AUTHORIZATIONS**A. ECF Status**

Customer represents and warrants that it qualifies as eligible to receive ECF funding.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT, TO THE EXTENT REQUIRED BY THE FCC AND USAC.

B. ECF Purchases

Customer represents and warrants that all Purchases made under this Agreement shall be for the use of its eligible students, school staff, or library patrons, shall be used at eligible locations, shall be used primarily for educational purposes, shall be distributed only to students, school staff, or library patrons eligible to receive such Purchases, and shall otherwise be distributed and used consistent with the rules and requirements of the ECF program specified by the FCC and 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.

C. Procurement Authorization and Compliance

Customer represents and warrants that all Purchases made under this Agreement, and processes leading to such Purchases, fully comply with all applicable state, local, and Tribal procurement requirements.

D. Compliance with all FCC and USAC Requirements

Customer represents and warrants that with regard to the Purchases, it is and will remain fully compliant with all requirements of the FCC and USAC relating to the ECF program.

3. ORDERING AND ASSISTANCE**A. Ordering**

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

CDW Government LLC
Attn: ECF 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 USAC 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 ECF 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 USAC'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 and agrees to inform Seller of its choice. 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 FCDL 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
75 Remittance Dr. #1515
Chicago, IL 60675-1515

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 USAC 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 commence on ("Effective Date") and be valid through the end of the ECF Program. Notwithstanding the foregoing, Seller may terminate this Agreement 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 or that funds are required to be repaid that were already appropriated ("Termination Notice"). In the event that Customer terminates this Agreement due to non-appropriation or repayment 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 USAC 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:

BERKELEY UNIFIED SCHOOL DISTRICT

2020 Bonar St
Berkeley, CA, 94702

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 ECF.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written ("Effective Date).

CDW Government LLC

Customer

(Authorized Signature)

(Authorized Signature)

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

CONTRACT NAME: ECF Pricing

CDW-G ECF CONTRACT #74732

EXHIBIT I
Quote

QUOTE CONFIRMATION



DEAR MAX EISSLER,

Thank you for considering CDW•G LLC 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
MHGP794	8/10/2021	DELL 3100 2:1 1YR/GOOG X2310	6144321	\$923,532.23

IMPORTANT - PLEASE READ

Fees applied to item(s): 6611087

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
DEL 3100 2N1 4020 32/4 WGOOG Mfg. Part#: 04FHP-INCLGOOG Included Google License Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	2310	6611087	\$359.00	\$829,290.00
CHROME LICENSE INCL W CBK Mfg. Part#: CROS-SW-DIS-EDU-NEW-INCLWCBK Electronic distribution - NO MEDIA Contract: MARKET	2310	6604945	\$0.00	\$0.00

RECYCLING FEE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 6611087	2310	654809	\$4.00	\$9,240.00

PURCHASER BILLING INFO	SUBTOTAL	\$829,290.00
Billing Address: BERKELEY UNIFIED SCHOOL DISTRICT ACCTS PAYABLE 2020 BONAR ST STE 220 BERKELEY, CA 94702-1793 Phone: (510) 644-8936 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	RECYCLING FEE	\$9,240.00
	SALES TAX	\$85,002.23
	GRAND TOTAL	\$923,532.23
DELIVER TO	Please remit payments to:	
Shipping Address: BERKELEY UNIFIED SCHOOL DISTRICT MAX EISSLER 2020 BONAR ST STE 220 BERKELEY, CA 94702-1793 Phone: (510) 644-8936 Shipping Method: UPS Ground (2-3 days)	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



John Hart (K-12 Sr. Account Manager)

(877) 554-4480

johnhar@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$838,530.00	\$22,254.59/Month	\$838,530.00	\$25,768.03/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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

© 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239