

WILLOWS UNIFIED SCHOOL DISTRICT
Office of the Superintendent

Date of Meeting: March 3, 2022

Request For Placement on Board Agenda:

**AGENDA TOPIC: Authorize Contract with CDW-G for E-Rate
Category 2 Project – Network Electronics**

PRESENTER: Debbie Costello, Director of Business Services

BACKGROUND

The District contracted with Infinity Communications and Consulting to solicit bids for an E-Rate Category 2 project to acquire wireless access points, switches and other network electronics. Infinity posted a request for proposals on the Districts' behalf on January 26, 2022 and bids were due by February 22, 2022 at 2:00 pm.

On February 23, the District was notified that two timely responses were received; SHI International Corp. and CDW-G.

The evaluation of the two bids, based on established criteria as shown on the attached worksheet, resulted in CDW-G being scored above SHI International Corp.

RECOMMENDATION

District Administration recommends the board authorize a contract with CDW-G as per the RFP and bid response for this project.



Willows Unified School District

FCC Form 470 Number 220015797

2/22/2022

E-Rate Year 25 / Funding Year 2022-2023

Digital Copy



CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061



One CDW Way
230 N. Milwaukee Ave
Vernon Hills, IL 60061
P: 847.371.5800
F: 847.465.6800
Toll-Free: 800.808.4239
www.cdwg.com/PeopleWhoGetIT

Willows Unified School District
823 W LAUREL ST
WILLOWS, CA, 95988

02/22/2022

RE: CDW•G's Response to FCC Form 470 Number 220015797

Dear Debbie Costello,

CDW•G understands the objective of the RFP is for Willows Unified School District to identify a reliable and experienced supplier partner capable of managing your network infrastructure needs. Our response demonstrates CDW•G's ability to contribute to the overall success of this initiative. Specific advantages of partnering with us include:

- CDW•G has been providing E-Rate support to K-12 customers since our inception in 1998, and CDW•G is one of the largest E-Rate providers in the country. We have a dedicated internal team that is highly trained and knowledgeable regarding the E-Rate program. Since the E-Rate Modernization in 2015, CDW•G has been awarded over 17,000 E-Rate projects totaling over \$511M in total equipment delivered to schools throughout the United States.
- CDW•G maintains strong relationships with more than 1,000 vendor partners to provide the best products, services, and support to our customers, including leading networking partners well versed in Internal Connections (IC), Managed Internal Broadband Services (MIBS), and Basic Maintenance of Internal Connections (BMIC).
- Highly trained and experienced account team, including a dedicated account manager is responsible for coordinating all of your needs and ensuring customer satisfaction

As always, we consistently strive to exceed your expectations. Should you have any questions regarding our response, please contact your account manager, Ian Rodnick, at 877-655-1832, or via email at ianrodn@cdw.com. We thank you for the opportunity to participate in the 470 response process and are confident you will find our response advantageous from both a strategic and budgetary standpoint.

Sincerely,

A handwritten signature in blue ink that reads "Justin Schwier".

Justin Schwier
Supervisor, Proposals
CDW Government LLC

REQUEST FOR PROPOSAL

0440-22C.1
WILLOWS UNIFIED SCHOOL DISTRICT
NETWORK ELECTRONICS

WILLOWS UNIFIED SCHOOL DISTRICT
823 WEST LAUREL STREET
WILLOWS, CA 95988

OWNER'S REPRESENTATIVE:



PO Box 999 • Bakersfield, Ca. • 93302
Phone: 661.716.1840 • Fax: 661.716.1841
www.infinitycomm.com

Published Date:
January 25, 2022

Table of Contents

PROPOSAL INTRODUCTION..... 3
INSTRUCTIONS TO RESPONDENTS..... 4
GENERAL INFORMATION..... 6

PROPOSAL INTRODUCTION

Willows Unified School District, here after referred to as Owner or District, is seeking proposal from qualified Respondents to furnish specialized technology equipment. The Owner and their governing board have determined that it is in the best interest of the Owner to procure these goods through the State Master Contract/Piggy-Back procurement process. The Owner intends to award a contract for the drop ship of equipment to the qualified Respondents whose proposal is the most advantageous to the school district.

Any and all updated project information, forms, including addenda, will be distributed thru the project website, located at <https://www.infinitycomm.com/menus/projects.html>. All of these documents shall be made part of and material to the contract for services.

In addition to the aforementioned project website, information will be made available on the E-rate Productivity Center (EPC) at <https://portal.usac.org/suite/>. The information posted to this site is not trackable and all prospective participants must utilize the noted project website in order to receive any & all notifications pertaining to this proposal.

The Owner expects that the Respondent includes all project information, including addenda in their proposed proposal price. Failure of the Respondent to include all addenda in their proposal will result in the Owner rejecting their proposal.

All Respondents interested in providing a proposal for this project must deliver their proposal either through email to, p2bids@infinitycomm.com or in a sealed envelope to **Infinity Communications & Consulting, Inc. 4909 Calloway Drive, Bakersfield, CA 93312**, no later than **February 22, 2022 by 2:00pm PST**. Proposals received after the due date and time or received at other locations will not be accepted. Proposals not received due to third party carrier delay will not be accepted. It is the **sole responsibility** of the Respondent to ensure that delivery of proposal documents is completed prior to the opening of the bids.

All inquiries concerning the project should be directed to the Owner's Representative.

Remit to:

Attention: John Cleveland
Infinity Communications and Consulting, Inc.,
4909 Calloway Dr.
Bakersfield, Ca. 93312
(661) 716-1840 Phone
(661) 761-1841 Fax
p2bids@infinitycomm.com

INSTRUCTIONS TO RESPONDENTS

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME OWNER.

Preparation of Proposal Forms

The Respondent's price shall be submitted on the required Proposal Form, completed in full. All proposal items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures as so indicated, and where there is a conflict in the words and the figures, the words shall govern. Prices, wording, and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the Respondent.

Form and Delivery of Proposals

The proposal must conform and be responsive to all Project documents and shall be made on the Proposal Form provided, and the complete proposal, together with all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the location specified in the Proposal Introduction section above. Physical delivery of envelopes shall be plainly marked in the upper left-hand corner with the Respondent's name, the Project designation and the date and time for the opening of proposals. It is the Respondent's sole responsibility to ensure that its proposal is received prior to the proposal deadline. Additionally, a digital copy of the complete bid can be emailed to p2bids@infinitycomm.com. A digital submission of a bid must be no larger than 15MB in size.

Proposal Requirements

When providing a hard copy, the Respondent shall supply one (1) hard copy and (1) digital copy of their complete proposal package in the proposal submission. Three ring binders or unbound documents are required, all other formats will be considered for proposal dismissal. Hard copy and digital proposals shall include the following:

Proposal Form - The Respondent shall provide their price on the provided "Proposal Form". If the Respondent wishes to propose "Alternate" pricing and/or product options, they may do so only in addition to supplying a separate "Proposal Form" for the "Alternate" service. A brief description and scope of the Base Proposal are supplied below:

Base Proposal

The Base Proposal Price shall **include** all material, sales tax and shipping/handling costs to complete the work described in this RFP.

Electronic Item 21 Attachment Sheet – The Respondent shall provide itemized pricing for all equipment to be included in this Proposal Response. Pricing shall include E-rate eligibility, materials, labor, tax, shipping, and any other associated charges. This will be provided in spreadsheet format. The document is available on the Infinity Projects website.

Due to E-Rate electronic filing requirements, a digital copy will be required at the time of proposal. Files will be returned in the same format as the published, no exceptions. Failing to comply with these requirements may result in the proposal being considered non-responsive.

Substitution Listing – The Respondent may, if they so choose, propose to "substitute" product that they deem "equal" or "better" to the specified products that was not "Pre-Approved" prior to the Proposal Date. The Respondent shall list the approved product(s) with the corresponding proposed substituted product(s). The Respondent shall bear the sole responsibility to provide the supporting documentation to validate their claim that the proposed substituted items are equal or exceed the requested/specified products. Substitution requests must be received no later than ten (10) days before proposals are due.

Noncollusion Affidavit – Submitted proposals must be accompanied by a noncollusion affidavit. Respondent shall submit a notarized copy of the form with their proposal response.

State Master Contract Form – The Respondent will include in their response a list of the of the State Master Contract numbers that will be utilized to complete the proposed Scope of Work.

Service Provider Agreement and “E-rate Attachment” –The Owner intends to use the Service Provider’s supplied Service Agreement to formalize any contractual relationship that results from this Request for Proposal. However, the Service Provider supplied agreement must incorporate the Owner’s “E-rate Attachment” as a part of that Service Agreement. The Respondent will include two (2) signed and dated copies of their Service Agreement including the attached “E-rate Attachment” with their proposal. Once all proposals have been received, and evaluated, the Owner will sign, date, and return the successful Respondent’s agreement(s).

GENERAL INFORMATION

Scope of Work

Respondent shall be responsible to drop ship all materials as shown on the attached "Exhibit A Equipment Schedule" to the owner. Respondent's price shall include all costs to provide all requirements set forth in this "Scope of Work", as described in the Request for Proposal documents and as shown on the Exhibits. It is the responsibility of the Respondent to supply a complete and qualified quote. If the Respondent feels that the requested equipment described is not complete, the Respondent must address their specific concerns in writing to the Owner before submitting a quote. The Owner will not be responsible for additional costs incurred by the Respondent due to the submission of an incomplete proposal.

Contractor's Scope Shall Include:

The following items are *included* in the Respondents Scope of Work for this project:

1. Provide and deliver all equipment as shown on "Exhibit A Equipment Schedule".
 - a. All materials shall be delivered to Willows Unified School District 823 West Laurel Street, Willows, CA 95988
 - b. Respondent's proposal shall include all shipping, handling, and applicable sales tax.
2. Provide a minimum of 12 months manufacture's warranties for all equipment listed on the "Exhibit A – Equipment Schedule."

All material and equipment will be "new". If the Owner/Owner's Representative discovers that "used" material or equipment, the Contractor will be required to replace said materials and/or equipment with "new" products at no additional cost to the Owner.

1. "New" - Materials and products manufactured within one (1) year prior to receipt by Owner and meet or exceed the latest published specifications of the manufacture. Also, these materials and equipment may not have been in use before installation on this project unless directed otherwise in the project documents.

Contractor's price shall include a manufactures warranty of all materials, equipment for a minimum of one (1) year.

1. Warranty will provide repair/replacement of all defective or improperly installed materials at no additional cost to the Owner (including shipping, taxes, etc.).
2. Warranty will cover normal Business hours, 8am – 5pm, Monday thru Friday, with Next Business Day Replacement.

Excluded from the Contractor's Scope

The following Items are *excluded* from the Contractor's Scope of Work for this Project and will be provided by others:

1. Installation and or programming of equipment.

E-Rate Program Requirements

This project will depend on partial funding from the Schools and Libraries Division's E-Rate program. The Owner expects each vendor to make themselves intimately familiar with any rules or regulations regarding the E-Rate program. All contracts entered into as a result of the posting of the Form 470/RFP will be contingent upon the approval of discounts from the Universal Services Administrative Company (USAC) and the Owner's acceptance of said discounts.

The awarded service provider shall be responsible to invoice and collect payment of the discounted contract amount from USAC, utilizing the SPI invoicing method. The undiscounted contract amount will be the maximum amount that the OWNER is liable. Vendor agrees to provide the Owner a copy of their USAC invoice to verify that the material has been delivered and accepted by the Owner before Vendor bills USAC.

In compliance with the E-Rate program rules, the awarded service provider agrees that no goods can be delivered prior to **July 1, 2022**. The awarded service provider is responsible for providing a valid SPIN number with their proposal(s).

Vendor Requirements

Prospective Respondents must be willing and able to provide a portfolio describing experience with comparable projects in the K-12 customer market. Respondents must meet the following minimum qualifications in order to be considered:

1. Respondent must currently hold an active State Master and/ or Piggyback contract.
2. Respondent must have a USAC Service Provider Identification Number (SPIN).
3. Respondent shall provide educational discount pricing or better.
4. Respondent must be able to warranty the equipment for a period of one year plus agree to extend any/all manufacturer warranties at no additional cost to the Owner.

Request for Information (RFI)

All inquiries and/or questions regarding the Request for Proposal shall be submitted in writing to the Owner's Representative. All response to prospective Respondent's requests for information will be issued in written form. All questions pertaining to this RFP shall be sent to the Owner's Representative not less than **five (5)** calendar days prior to the proposal due date.

Equivalent Products

All approved Products/Systems, hereafter referred to as "Items", are described and provided in "Scope of Work" and associated project documents.

All other items other than those specifically addressed in the RFP document that the Respondent is seeking pre-approval for must be sent to the Owner's Representative for review. All requests for pre-approval must be received by the Owner's Representative no later than **ten (10)** calendar days before the proposal date. Requests received after the deadline will not be considered.

Respondents wishing to submit items for pre-approval will be required to perform the following:

1. Provide specifications and cut sheets for the proposed Item
2. Provide an itemized comparison to each of the Item's functions in comparison to the approved Item. Include in that document how the proposed Item compares to the approved Item described in this document on a line by line basis, using one of the following three criteria: "exceeds"/"matches"/"unequal".
3. Provide a spreadsheet that cross-references the proposed new Part Number and Description to its corresponding specified the approved Part Number and Description.

Any new Approved Equals will be published in addendum form prior to the proposal date. All proposals received that do not comply with the entire scope of work described in said documents will be considered incomplete and the Owner reserves the right to list the Contractor's Proposal as non-responsive.

Failure to received written approval for products installed that deviates from the products called for in this specification and/or on the project drawings will result in the contractor having to replace the unapproved materials and equipment with the originally specified products at no additional cost to the Owner.

Substitutions

The Respondent may propose products or systems, hereafter referred to as "Items", which are "equivalent" or better to the Items approved in the Project documents. If the Respondent chooses to propose an "equivalent" item, without seeking pre-approval, the Respondent shall submit all pertinent and appropriate data substantiating its request for substitutions in their proposal response using the "Substitution Listing" form. Documentation received after the proposal date and time will not be accepted.

The OWNER is not responsible for locating or securing any information that is not included in such substantiating data. The burden of proof as to demonstrating the quality or suitability of proposed "equivalent" items shall be borne by the Respondent. The OWNER shall be the sole judge as to the quality and suitability of proposed "equivalent" items, and decisions of the OWNER shall be final and conclusive.

All such decisions by the OWNER shall be in writing, and no proposed “equivalent” item shall be deemed approved unless the OWNER has so indicated in writing.

Proposal Evaluation Process

The Owner will evaluate and select the winning proposal based on the following criteria:

1. **Price (50%)** – Price will be the highest weighted factor. Price will be evaluated on the sum of the Base Proposal.
2. **Experience (30%)** – The Owner will evaluate the Respondents ability to demonstrate their experience in the industry and performance on projects similar to their proposed system as well as demonstrate their technical qualifications and system qualifications necessary for the successful completion of their proposed system.
3. **Accuracy of Proposal Response (20%)** – The Owner will evaluate the proposal response for completeness and adherence of the Respondent to the requirements of the RFP. Amendments, exceptions, and alterations of the specified systems and of project documents will be evaluated and weighed on their merits. Owner reserves the right to reject any/all proposals that do not meet the requirements set forth in this document.

Contract Administration

The Owner intends to use the Service Provider supplied agreement to formalize any contractual relationship that results from this Request for Proposal. In addition to the Service Providers agreement the Owner requires that the provided “E-rate Attachment” be include and integrated into all provided Service Providers agreements for this project. When submitting a hard copy proposal, the Respondent will provide **two (2) signed copies** of their Service Agreement and the “E-rate Attachment” with their proposal. When submitting a digital proposal, only **one (1) signed copy** is required. The Owner shall return to the Respondent with the highest ranked evaluated proposal, one (1) fully executed original copy of the agreement and attachment.

Right to Terminate

The OWNER reserves the right to cancel this Project and terminate this Contract at any time prior to the issuance of a Notice to Proceed. If OWNER exercises its cancellation/termination rights as set forth herein prior to the issuance of a Notice to Proceed, OWNER shall have no liability to Contractor for any proposal preparation or any other costs which may be incurred by the Contractor prior to cancellation of the Contract.

Notice to Proceed

This project is contingent on funding from the E-Rate program. The Owner will not issue a Notice to Proceed until a copy of the approved Funding Commitment Decision Letter (FCDL) has been received from USAC and a Form 486 “Receipt of Service Conformation” has been filed. Contractor will not be permitted to commence work, unless otherwise directed by the Owner, until a Notice to Proceed has been issued. The Owner will not be responsible for costs incurred by the Contractor prior to receiving a Notice to Proceed.

Project Schedule

The following are the anticipated project milestones

Proposal Date	February 22, 2022, 2:00pm
Notice of Intent to Award	TBD
Award of Contract	TBD
Notice to Proceed	TBD (dependent on E-rate funding)
Project Completion	No later than September 30, 2023

Right to Reject Any and All Responses

The Owner reserves the right to reject any or all proposals and to waive any informalities or irregularities. The vendor’s submission of a proposal is recognition of this right.

In addition, the Owner reserves the right to fund, or not to fund this project, regardless of E-rate approval.

Protest

If a Respondent wishes to protest the award of any contracts resulting from this RFP, the Respondent must follow the protest procedures as outlined in the Owners Board Procurement Policies.

2 – PROPOSAL FORM

PROJECT: 0440-22C.1 – WILLOWS UNIFIED SCHOOL DISTRICT NETWORK ELECTRONICS

OWNER: WILLOWS UNIFIED SCHOOL DISTRICT

Pursuant to Request For Proposal (RFP) and related documents, **the undersigned Respondent**, having familiarized himself/herself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the location where the work will be performed, and the Contract Documents, **proposes and agrees to perform**, within the time stipulated, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with 0440-22C.1 – Willows Unified School District Network Electronics all in strict conformity with the Specifications, and other Contract Documents, including Addendum No.'s N/A, _____, _____, _____, _____, _____, _____. Copies of Addenda are obtainable from the Owner's Representative (Infinity Communications and Consulting, Inc.).

BASE PROPOSAL

The Respondent agrees to perform all work noted above, as described in the RFP and Project Documents for the lump sum of:

_____ nineteen thousand three hundred twenty one dollars and fifty cents _____ Dollars (\$ 19,321.50)
(Amount Shall Be Shown in Both Words and Figures. In Case of a Discrepancy, the Amount Shown in Words Will Govern).

Project will be awarded based on the evaluation criteria set forth herein. Price will be evaluated based on the total of the Base Proposal, Basic Maintenance, and all Additive Alternates.

The Respondent has carefully examined the RFP documents and specifications for this project that were prepared and furnished by the OWNER and acknowledges their sufficiency.

It is understood and agreed that the work under the contract shall be commenced by the Respondent, if awarded the contract, on the date to be stated in the OWNER'S **Notice to Proceed**.

NAME OF
RESPONDENT:
FULL NAME OF ALL
PARTNERS OR LEGAL
NAME OF
CORPORATION

CDW Government LLC

(TYPE OR PRINT)

AUTHORIZED CONTACT / PREPARER / SALES
REPRESENTATIVE:

Ian Rodnick - Executive Account Manager

BUSINESS ADDRESS:

230 N. Milwaukee Ave, Vernon Hills, IL 60061

(TYPE OR PRINT)

TELEPHONE

877-655-1832

EMAIL:

ianrodn@cdw.com

BY:

Justin Schwier **
(SIGNATURE IN INK)

Justin Schwier, Proposals - Supervisor

(TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

"I declare, under penalty of perjury, that the information provided, and representations made in this proposal are true and current and that this declaration was executed on _____ (date) at _____, _____ (City, State)."

~~PRESIDENT OF
CORPORATION:~~

see attached letter of designated authority for Justin Schwier

(SIGNATURE IN INK)

DATE

(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

~~SECRETARY OF
CORPORATION:~~

(SIGNATURE IN INK)

DATE

(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

STATE CONTRACTOR'S
LICENSE NO.:

1019269

FEDERAL I.D.
NO:

36-4230110

LICENSE EXPIRATION
DATE:

10/31/2022

TYPE OF LICENSE:

C-7

LICENSE IN THE NAME OF:

CDW Public

(TYPE OR PRINT NAME)

CORPORATE SEAL:
(IF APPLICABLE)



**All orders submitted to Seller by Customer for Products under this Agreement are subject to, where applicable, the terms and conditions of the Sourcewell 081419-CDW Technology and Software Catalog Contract(s), unless otherwise stated herein in the Agreement.

Appointment of Authorized Representative with Limited Signing Authority

In accordance with the authority delegated to the undersigned, Robert F. Kirby, President, CDW Government LLC (“**Company**”), the undersigned hereby delegates to Justin Schwier (“**Authorized Representative**”) holding the title, Supervisor, Proposals (“**Authorized Title**”), of Company or its affiliate, the authority solely to review and execute certain Contract documents, subject to certain limitations, as set forth in the table below (“**Restricted Authority**”).

Contract Types: <i>select type of agreement (one or more may apply)</i>	<input type="checkbox"/>	Agreements and purchase orders related to marketing.
	<input type="checkbox"/>	Nondisclosure and other forms of confidentiality agreements and non-binding letters of intent in connection with potential M&A opportunities.
	<input type="checkbox"/>	Non-disclosure and other forms of confidentiality agreements with customers and partners.
	<input type="checkbox"/>	Agreements with customers to provide IT products and professional services (to the extent such services are authorized by the undersigned), and all such accompanying forms (attestations and disclosures) that are generally required to form a complete contract including memorandums of understanding, and subcontracts with partners on the Agreements described above, but excluding software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
	<input checked="" type="checkbox"/>	Bids & Proposals to provide IT products and professional services, (to the extent such services are authorized by the undersigned), and all such accompanying forms (attestations and disclosures) that are generally required to form a complete offer for contract package, but excluding software beta test and early adoptee offers, and any offer out of the ordinary course of Company's business.
	<input type="checkbox"/>	SOWs and Change Orders with customers to provide IT professional services (to the extent such services are authorized by the undersigned), but excluding software beta test and early adoptee contracts, and any contracts out of the ordinary course of Company's business.
	<input type="checkbox"/>	Agreements with partners to purchase IT products and professional services (to the extent such services are authorized by the undersigned), but excluding software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
	<input type="checkbox"/>	Agreements, including but not limited to, Participation Agreements and Teaming Agreements with Partners/Vendors to provide IT products and professional services to customers (to the extent such services are authorized by the undersigned), but excluding agreements for software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
	<input type="checkbox"/>	SOWs with Partners/Vendors to provide IT professional services to Customers (to the extent such services are authorized by the undersigned), but excluding agreements for software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
	Check other:	<input type="checkbox"/>
Territorial Limit	U.S. Only	
Not to Exceed Dollar Value Limit	Up to \$1,000,000. (This is total value, not annual value, of a contract.)	
Not to Exceed Contract Duration for Services	Up to three (3) year(s)	
Required Approvals and Other Conditions	<ul style="list-style-type: none"> • Compliance with Company Legal Department mandated contract review process. • Compliance with Company policies. • Capital expenditures approval, if applicable. • General Counsel review if Contract is with any principal stockholder, director or officer (or immediate family member) of a CDW company. • Treasurer review of any grant of a security interest or lien. • Legal approval of any contract with a foreign entity. • Delegation in the Agiloft tool as backup for you while out must only be provided to an individual coworker with the same title and level of signing authority as you, or your manager. 	

[Signature Page Follows]

Authorized Representative shall use the following signature block, or one that indicates in a substantially similar manner that the Authorized Representative is authorized when executing Contracts on behalf of Company:

CDW Government LLC

By: Justin Schvier, its Authorized Representative

This appointment is effective on the date specified below and shall remain in effect until the earliest of: (a) the date, December 31, 2023, when this Restricted Authority expires; (b) the date when the Authorized Representative no longer holds the Authorized Title; or (c) the date when the Restricted Authority is terminated by the undersigned. Authorized Representative may not assign or delegate the Restricted Authority to any other person.

Effective Date January 1, 2021:



Robert F. Kirby
President
CDW Government LLC


Janell Nelsen (Dec 21, 2020 08:28 CST)

Received and Approved by Corporate Paralegal:

Janell Nelsen

Received and Approved by the Corporate Secretary's Office:



Mary Jo Georgen

3 – ELECTRONIC ITEM 21/BULK SUBMISSION ATTACHMENT SHEET

Respondent shall provide itemized pricing for all equipment to be included in this Proposal Response. The total price shown shall equal the amount the Respondent has provided on their submitted Proposal Form.

An electronic copy will be required at the time of proposal.

Files will be returned in the same format as the published, no exceptions. Failing to comply with these requirements will be considered for proposal dismissal.

Respondent shall include a Description, Part Number, Quantity and Price for each relevant item included in their proposal. Respondent shall provide the Labor cost as a line item.

Provided by the “Service Provider”

4 – SUBSTITUTION LISTING

PROJECT: 0440-22C.1 – WILLOWS UNIFIED SCHOOL DISTRICT NETWORK ELECTRONICS
TO: Willows Unified School District (“OWNER”)

The contract sum, proposed by the undersigned on the Proposal Form, is for the work as described in the Request for Proposal, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions, which were not Pre-Approved prior to the proposal date, for the Owner’s consideration. All substitutions must be listed on this form and submitted with the proposal, or they will not be reviewed.

1. Please complete, attaching additional sheets as necessary:

Respondent proposes [check one]: no substitutions.
 the following substitutions:

Specified Product or Material	Proposed Substitution
N/A	N/A

2. All proposals should be calculated and submitted on the assumption that substitution requests will not be approved.
3. Respondent hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted. Respondent will supply all documentation to support this claim as attachments to the Substitution Listing with their proposal. Failure to provide adequate documentation may result in the disqualification of the response.

**SIGNATURE MUST BE IDENTICAL
 TO THAT PROVIDED ON PROPOSAL FORM**

RESPONDENT: CDW Government LLC

BY: 

5 – NONCOLLUSION AFFIDAVIT

PROJECT: 0440-22C.1 – WILLOWS UNIFIED SCHOOL DISTRICT NETWORK ELECTRONICS
OWNER: WILLOWS UNIFIED SCHOOL DISTRICT

State of Illinois

County of Cook

Jusin Schwier, being first duly sworn, deposes and says that he or she is Proposals, Supervisor of CDW Government LLC, the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other Respondent, or to fix any overhead, profit or cost element of the proposal price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Jusin Schwier
(SIGNATURE OF RESPONDENT)

NOTARY FOR NONCOLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this day February 18th, 20 22.

Matthew Esposito
(SIGNATURE OF NOTARY)

[SEAL OF NOTARY]

Matthew Esposito
(TYPED NAME OF NOTARY)

Matthew Esposito
Notary Public, State of Connecticut
My Commission Expires 06/30/2026

6 – STATE MASTER CONTRACT FORM

PROJECT: 0440-22C.1 – WILLOWS UNIFIED SCHOOL DISTRICT NETWORK ELECTRONICS
OWNER: WILLOWS UNIFIED SCHOOL DISTRICT

Please provide the following information concerning the State Master Contract being used for this project.

State Master Contract No. (Provide Contract Numbers for all components listed for this project.)

- (1) Sourcewell 081419-CDW Tech Catalog (081419#CDW)
- (2) Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)
- (3) _____
- (4) _____
- (5) _____

Attach a copy of the State Master Contract that includes all eligible products listed on the Form 471 Attachment Sheet.

all contract documents are publicly available at:

<https://www.sourcewell-mn.gov/cooperative-purchasing/081419-cdw>

**E-RATE ATTACHMENT to SERVICE AGREEMENT
For**

**PROJECT 0440-22C.1 – WILLOWS UNIFIED SCHOOL DISTRICT NETWORK ELECTRONICS for
WILLOWS UNIFIED SCHOOL DISTRICT**

THIS ATTACHMENT, hereafter referred to as "Attachment", is entered into by and between the Willows Unified School District, hereinafter called "Owner", and _____, hereinafter called "Service Provider", and is an attachment to the Agreement provided by the Service Provider, hereafter referred to as "Agreement". Owner and Service Provider are sometimes individually referred to as "Party" and collectively as "Parties." The terms and conditions set forth in this Attachment shall take precedent over any other agreement between the Parties.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Scope of Work. The Service Provider agrees to furnish all services and/or equipment necessary to perform and complete, in a good workmanlike manner, the work in strict accordance with the **Request for Proposal No 0440-22C.1 – Willows Unified School District Network Electronics for Willows Unified School District.**

2. Total Contract Price. As full consideration for the faithful performance of the agreement, District shall pay to Contractor, subject to any additions or deductions as provided in the Contract Documents, the sum of:

Total sum of Base Proposal

_____ Dollars (\$_____).

CONTRACTOR LEAVE BLANK TO BE FILLED IN BY THE OWNER

Total sum of Base Proposal

_____ Dollars (\$_____).

3. Payment. The payment method for the agreed upon service shall be USAC's Service Provider Invoicing (SPI). Service Provider agrees to invoice the Owner for the undiscounted amount of the service only and shall be responsible to prepare and submit the Form 474 for the reimbursement of the discounted amount from USAC. The Service Provider agrees that prior to submitting the Form 472,
 - a. Service Provider has performed the services that reimbursement is being requested for, and
 - b. Service Provider has submitted a discounted invoice to the Owner for the reimbursement amount being requested for.

4. Service Delivery. In compliance with the E-rate program rules, Parties agrees that the service(s) under the Agreement will not begin prior to July 1, 2022, or extend beyond September 30, 2023, without prior approval of USAC. Parties agree that no service(s) may commence until the Service Provider has received a duly authorized written Notice to Proceed from the Owner.

5. Growth Clause. The Parties agree that during the term of the Agreement the Owner may increase the scope of the agreed upon service(s) in whatever manner that best meet the interest of the Owner. No change to the Agreement shall be enforceable unless agreed upon in writing by both Parties.

****SEE ATTACHED PURCHASE AGREEMENT FOR E-RATE CUSTOMERS****

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the Effective Date set forth in the introductory paragraph above.

“OWNER”

Willows Unified School District

“SERVICE PROVIDER”

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A – Equipment Schedule

Manufacturer	Item Description	Part Number	Quantity
Cisco	48 Port POE+ Network Switch	C9200L-48P-4G	2
Cisco	24 Port POE+ Network Switch	C9200L-24P-4G	5
Ruckus	r730 Wireless Access Point	901-R730-US00	5
Ruckus	AP Management Access Point License for Virtual SmartZone vSZ	LE9-0001-SG05	5

END OF RFP

CDW Government Overview

CDW is a leading multi-brand technology solutions provider to business, government, education and healthcare organizations in the United States, the United Kingdom and Canada. A Fortune 500 company with multi-national capabilities, CDW was founded in 1984 and employs approximately 13,900 coworkers. We have an expansive network of offices near major cities and a large team of field coworkers across the United States.

CDW QUICK FACTS

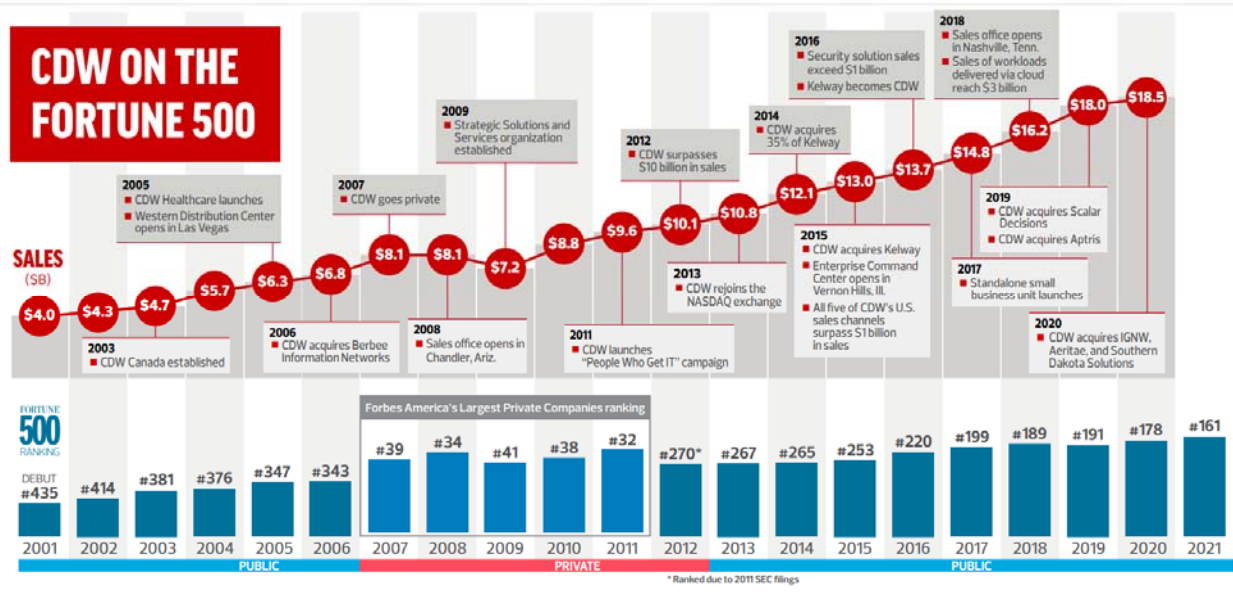
- **Headquarters:** Vernon Hills, IL
- **2021 Annual Net Sales:** \$21B
- **# of Coworkers:** 13,900
- **# of U.S. Sales Offices:** 28
- **# of Customers:** 250,000+
- **Fortune 500 Rank (2021):** 161

Our broad array of offerings range from discrete hardware and software products to integrated IT solutions such as mobility, security, data center optimization, cloud computing, virtualization and collaboration. We are technology “agnostic,” with a product portfolio that includes more than 100,000 products from more than 1,000 brands. We provide our products and solutions through our sales and service delivery teams, consisting of nearly 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists and advanced service delivery engineers.



CDW debuted on the Fortune 500 in 2001, at No. 435. CDW’s rise in the rankings highlights its sustainable, profitable growth over the years, from \$4 billion in sales in 2001 to \$21 billion in 2021. CDW now ranks at number 161 on the FORTUNE 500 list for 2021. CDW ranks at No. 5 on CRN’s 2021 Solution Provider 500 list.

CDW Government LLC is the wholly-owned subsidiary of CDW LLC. Our customer base is quite diverse, ranging from state and local government, federal, healthcare, K-12 and higher education.



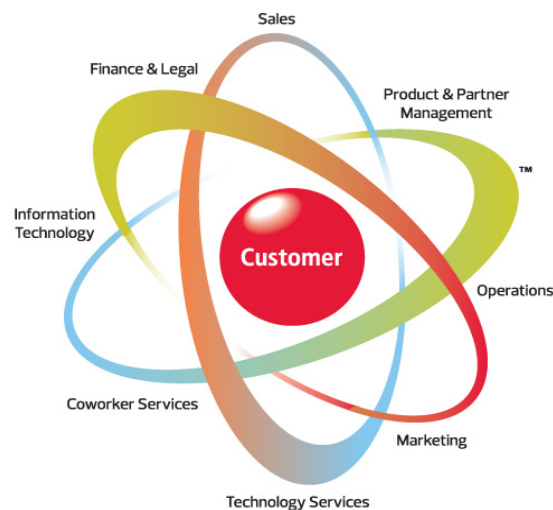
Total Solutions

CDW offers a full range of products and services that enable your organization to develop the best total solution to meet your specific needs while attaining the most value for your organization. CDW provides expert consulting, design, configuration, installation, and lifecycle management services. Our offerings are extremely comprehensive as follows:

CDW OFFERINGS	
PRODUCTS & PARTNERSHIPS	100,000+ products from more than 1,000 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware
TECHNOLOGY SERVICES	<ul style="list-style-type: none"> ▪ e-Procurement integration ▪ Leasing services ▪ Managed services ▪ Pre-shipment configuration ▪ Professional services ▪ Warranty and maintenance
TOTAL SOLUTIONS	<ul style="list-style-type: none"> ▪ Cloud ▪ Collaboration ▪ Data center and networking ▪ Managed Print Services ▪ Point of Sale ▪ Security ▪ Software management ▪ Total Mobility Management

Customer-Focused Philosophy

CDW continues to maintain the strong customer focus that has been the key to our success. We adhere to a core philosophy known as the CDW Circle of Service, which means that everything we do revolves around you – the customer. It drives us to provide outstanding customer service and the best value. Our objective is to have Willows Unified School District view us as a valuable extension of your IT staff. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our Market Research Team works with a third-party research firm to measure customer loyalty



CDW Circle of Service

and satisfaction through customer surveys.

Strengths, Best Practices, and Value

By aligning with CDW, your organization can take advantage of our strengths, best practices, and value-added services. Highlights include:

- Experienced account team supports your day-to-day IT needs and also helps develop appropriate strategies for future product and service needs.
- Value-added presales consulting resources ensure solutions are tailored to meet your operational and budgetary requirements.
- Strong partnerships with vendors enable us to provide technology roadmaps, quick responses to questions, and competitive pricing.
- On-line procurement capabilities streamline and standardize purchasing as well as support flexible reporting and improved decision making.
- Two large ISO 9001 certified distribution centers, efficient inventory management capabilities, and distribution channel partnerships result in quick product turnaround.
- Highly trained and experienced technicians provide pre-shipment configuration services and quality assurance checks to maximize productivity.
- Flexible logistical capabilities accommodate standard or urgent delivery.
- Our breadth and depth of capabilities enables us to deliver a streamlined and cost-effective total solution from planning to ongoing management.
- CDW's business model provides local and nationwide support.
- Our financial strength and leadership will enable us to continue supporting Willows Unified School District with leading-edge technology solutions.

Large Onsite Inventories

CDW has two large strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills (VH) distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas (LV) distribution center primarily serves the western part of the United States.

As of April 2021, CDW holds over \$500M of inventory in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.



450,000-square-foot distribution center in IL

513,000-square-foot distribution center in NV

Due to the size of our facilities that span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. CDW offers everything your IT operation could possibly need – from enterprise solutions to mouse pads.

Funding Information & CDW•G Resources

While we utilize many avenues to lower costs, our primary focus is being the best-valued solution for Willows Unified School District. While providing strategic cost savings for our customers, we do not sacrifice our unique value added offerings, because we know long term we are providing substantial savings and support. As a vendor agnostic technology integrator, we do not push brands; we orchestrate best fit solutions. This is because Willows Unified School District is better off with solutions that make the most sense for their need. We have relationships with all the top manufacturers and service partners and have compared each of their offerings to your unique needs and objectives. For Willows Unified School District's deployment, we have tailored a custom solution which provides the most value to you for every stage of your program.

We know Willows Unified School District's need for vendor support does not stop at deployment completion. Maintaining technology program innovativeness and alignment with your education goals is a continuous and daunting task. In fact, in a year, your program will look very different. You need a vendor that does more than meet your RFP's technology requirements; you need a vendor **partner** that shares a passion for education and continued development. CDW•G does not rest on our laurels; we pledge to remain dedicated to supporting the full scope of Willows Unified School District's technology and related educational needs. Our partners all offer the same enthusiasm, ensuring we achieve all Willows Unified School District's program goals.

CDW•G addresses Willows Unified School District's RFP requirements to highlight our proposed value-added services; aimed at increasing educator effectiveness, saving you budget dollars and saving you valuable IT staff time.

Get-Ed Funding Overview

[GetEdFunding.com](https://www.getedfunding.com)



CDW•G hosts GetEdFunding.com, a free grant-finding resource, providing access to billions of dollars' worth of educational funding opportunities. As the sponsor of the GetEdFunding website, CDW•G's mission is to help educators and institutions to uncover the funds they need to supplement shoestring budgets, expand innovative programs, prepare students for the increasingly complex skills they'll need to participate in tomorrow's workforce and help close the equity gap in educating students from all backgrounds and circumstances.

This tool is dedicated to helping educators identify the funding that is needed to take learning to the next level. At GetEdFunding.com, Willows Unified School District can:

- Access resources including advice, best practices, workshop videos, and more
- Create a profile and receive alerts for new opportunities as soon as they become available
- Research funding options to discover the solutions that are right for you
- Search through **thousands of active grants and awards**

This site is current, built by tapping by a wide range of print and electronic sources, web searches, organizations' web pages, communication with program administrators, and conversations with long-standing contacts. In the case of federal grants, which rely on congressional approval for continued funding, best efforts have been made to tie down agencies' sense of the likelihood of future funding. Those programs pending congressional approval are included in this collection so that they may get on your radar as future possibilities.

GetEdFunding is created by educational professionals, for educational professionals. It is designed to be an easy-to-use, relevant and reliable database. Former and currently practicing educators from

various levels of pre-K through higher education and experienced educational publishing writer/editors have touched every stage of this database development. Their work included conducting research, writing entries, fact-checking, aligning curriculum, copyediting, data entry, and beta testing, among others. In addition to experienced educational publishing professionals, the team includes an education grant specialist, community college instructor, high school math teacher, special needs educator, district technology coordinator, library/media specialist, ELL teacher and elementary teacher.

This site helps Willows Unified School District reduce the energy your teachers are spending to search for programs and money. This rich resource of grant and funding opportunities is expanded, updated, and monitored daily. You can search by six criteria, including 41 areas of focus, eight content areas and any of the 21st century themes and skills that support your curriculum. Once you are registered on the site, you can save the grants of greatest interest, then return to read about them at any time. Further, this site provides a tool for your teachers to tap into resources that are already available and applicable to their learning plans. For example, there are over 60 STEM specific programs currently available for application.

CDW•G K-12 Resources

As mentioned in our cover letter, CDW•G provides K-12 educational collaborators to assist in aligning Willows Unified School District's Standards-Based Teaching & Learning Framework with your technology roadmap. CDW•G's Learning Environment Advisors (LEAs) team are available for future discussion with Willows Unified School District when strategizing your technology program roadmap. Working with the leading OEMs in the industry, the role of the LEA serves as a critical vendor-agnostic voice to assist Willows Unified School District in sorting through all the major education platforms when making your mobility and hardware decisions. With the LEAs being vendor-neutral, Willows Unified School District can be confident you are getting suggestions for solutions that best fit your systems and processes.

Academics and Technology have become so intertwined, it only makes sense to blend both of these program goals into one. This furthers collaboration, as you get both IT Staff and Educators providing expert insight in the development and vetting of what works and does not work for your schools. The available CDW•G resources unite both viewpoints and ensure Willows Unified School District's technology program is successful from both an operational and an academic perspective. Lock-stepping your programs provides a greater benefit to your classrooms than struggling to keep two programs on pace with each other.

Additional CDW•G Resources

Additional resources CDW•G offers for instructional support and collaboration to assist educators in creating a 21st century learning environment include:

- Free semiannual editions of *The Big Deal Book of Technology*. This resource offers guidance on where to obtain grant funding for educational technology and professional development workshop and includes links to websites that educators in your school may find useful.
- **EdTech: Focus** publications help K-12 school district technology managers and campus IT staff doing their jobs more effectively. Descriptions of best practices, special features, product reviews and case studies from the field showcase technology's impact on teaching, learning and administrative services on school campuses of all types and sizes.
- Edtechmag.com: The electronic version of our EdTech publication, this site offers lesson plans, thought-leadership videos, whitepapers, case studies, and research reports that provide in-depth perspectives of emerging trends and technologies. Additional on this site,

PSD educators will find a calendar of events coverage, reference guides, and insightful webinars in which schools and institutions discuss their best practices, share perspectives and provide recommendations.

CDW•G as a Partner in Student Development

We believe that technology empowers students and educators to make the learning process more interactive, individualized, and hands-on. If properly deployed, technology fosters a more effective learning environment that helps students develop the necessary 21st century skills to succeed in their current environment, at the college level, and in their future careers.



For this reason, CDW•G applauds Willows Unified School District for your work in providing students the opportunity to unlock their potential through individualized, technology-based education and the impact you have had in the success of so many students. We are humbled to contribute to this mission and have enjoyed our history collaborating with Willows Unified School District to provide students affordable access to technology. Like technology, we continue to focus on process improvements to ensure we remain a contributing factor to the success of the Willows Unified School District program. We highlight our processes and proposed improvements in our responses below.

Commitment to Education and Innovation

We have experience handling complex deployments for the largest school districts in the country. We have deployed devices nationwide, and we have the logistics capabilities to get your devices to your students, even in adverse conditions. Over the past 20+ years, CDW•G's technology infrastructure solutions have stayed in line with emerging technologies. Keeping up with those technologies, such as collaboration solutions, cloud, mobility and virtualization, has been a major aspect of our ability to grow as a company.

We have actively expanded our catalog, certifications and solutions to address the latest developments in technology, including cloud, IoT, drones and esports, in order to support the changing needs of our customers. In addition, we have dedicated CDW•G resources aligned to these solution areas to help our customers understand and implement them. Moving forward, we expect the landscape in which we compete to continue to evolve as new technologies are developed, and we will continue to evolve with those technologies.

Supporting Equity in Digital Learning

CDW•G has been actively supporting educational institutions transition to online education, as the pandemic has shown that education can no longer just rely on the traditional classroom to teach future generations. School leaders, teachers, IT teams and other departments are also coming together to reassess, learn and engage with technology in new ways with a shared goal in mind: improving the quality and reach of education.

CDW•G E-Rate Experience

CDW•G is the wholly owned subsidiary of CDW LLC that focuses on the public sector, including federal, state, and local government agencies, educational institutions, and healthcare facilities. With over 200 government and education contracts, we are the nation's largest direct response provider of multi-brand technology products and services.

We focus on building strong relationships with our K–12 customers by leveraging our knowledgeable account managers and technical specialists to provide extensive pre- and post-award support. Our experts lead the industry in public-sector customer service and product knowledge, directly benefitting the officers, administrators, and staff of our education customers.

Based upon both exponential growth within the K–12 & Library market and accolades from our OEM partners, CDW•G has continued our investments into resources to support our customers nationwide. Those resources include our Business Development team, which consists of former educators and classroom technology specialists whose primary focus is helping our customers implement solutions attuned to the needs of IT, leadership, and curriculum. These solutions are created with realistic budget constraints in mind, often in conjunction with E-Rate funding initiatives, led by Learning Environment Advisors (LEAs) advising on the top issues in the changing 21st century classroom environment.

Credentials and Certifications

CDW•G holds several ISO certifications, including 9001:2008. Our 9001:2008 certificate of registration covers a scope of sales, configuration, repair, and support of computer and related technology. Our 14001:2004 certificate of registration includes environmental activities related to product/service management, inventory control, shipping, customer service, returns management, and receiving computers and related technologies (excluding the office, cafeterias, and lessee areas).

A Powerful E-Rate Partner

CDW•G is proud to have participated in E-Rate Projects for Category 2 since 1998, when our company was founded. Since the E-Rate Modernization in 2015, we have been awarded over 17,000 E-Rate projects totaling over \$511M in total equipment delivered to schools throughout the United States. Due to our streamlined and best-practice system of checks and balances, we have never lost funding for a school, as substantiated by countless audits. Our **dedicated E-Rate invoice team** ensures expert handling of both BEAR and SPI E-Rate invoicing.

E-Rate Program Management

Anup Sreedharan, Manager, Program Management, **Jeff Hagen**, Manager, Program Management – K12, and **Amy Passow**, E-Rate Specialist, offer K–12 entities their knowledge, assistance, and advisement on E-Rate matters, including but not limited to Program compliance and adherence. Mr. Sreedharan and Mr. Hagen prepare contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. They ensure that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for entities to complete.

Ms. Passow ensures CDW•G is working with E-Rate applicants in compliance with rules and regulations throughout the process. She advises on the appropriate engagement before and after Form 470 filings and works with our operations teams to ensure E-Rate ordering, invoicing, and

delivery are compliant; additionally, Ms. Passow assists applicants with PIA reviews and preparation of Item 21 Forms as part of the Form 471 process.

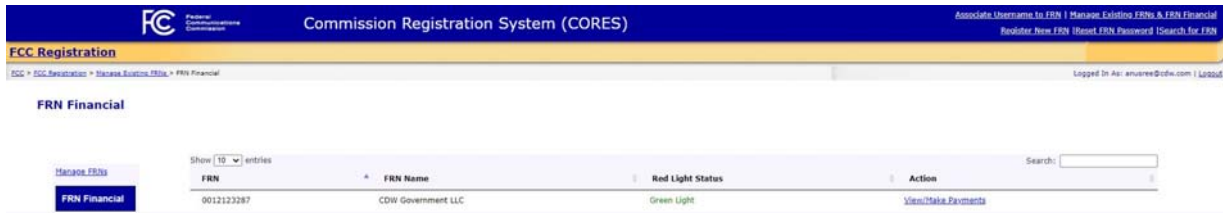
Account Management Team Resources

CDW offers an account management structure that focuses on providing value-added presales consulting and comprehensive support throughout the lifecycle management of your assets. When you work with CDW, you have access to expertise that is not available within your organization. Your CDW Account Management Team coordinates with the applicable value-added resources to help your organization develop the best solution for your specific needs, challenges, and long-term goals.

Whether you need software, network communications, notebooks/mobile devices, data storage, video monitors, desktops and printers—or you require more advanced virtualization, collaboration, security, mobility, data center optimization and cloud computing solutions—CDW gets IT. Our team of technology experts and dedicated Account Teams will tailor a piece of equipment or an entire network to deliver the most effective and sustainable results. We will work closely with your organization and respond with solutions that provide robust functionality, efficiencies, and cost savings.

Account Management Resources	
<p>Ian Rodnick Executive Account Manager P: 877-655-1832 E: ianrodn@cdw.com</p>	<p>Angela Gadiant Sales Manager P: 877-494-7454 E: angela@cdwg.com</p>
E-Rate Program Management Resources	
<p>Jeff Hagen Manager, Program Management – K12 P: 813-462-4055 E: jeff.hagen@cdwg.com</p>	
<p>Anup Sreedharan Manager, Program Management P: 312-705-1873 E: anusree@cdw.com</p>	<p>Stephanie Santander Director, Program Sales Direct Phone: 847-371-5082 Email: stephanie.santander@cdw.com</p>

FCC FRN E-Rate Display System Status



The above screen shot is from June 14th, 2021 - CDWG remains in Green Light Status. Upon request, CDWG can provide an updated screenshot.

Spin #143005588

FCC Registration #0012123287

Pricing Offer & Purchase Agreement for E-Rate Customers

Things to consider when preparing your funding request (Form 471):

- Enter only one manufacturer part number per line item (do not bundle part numbers)
- All software should be requested under Internal Connections,
 - Even when bundled with warranty support from manufacturer for purchase, as long as warranty cannot be purchased on its own
 - If warranty can be purchased separately, then it should be separated for funding request, and warranty funding requested under Basic Maintenance
- Warranty only part numbers should be requested under Basic Maintenance
 - List months of service, should only be for coverage July 1 – June 30 (Funding Year)
 - List hardware supported part number
 - List site where hardware sits

CDW can complete Bulk Submission Forms if chosen as the Service Provider for your funding request, please email E-Rate@cdw.com for assistance.

E-RATE PURCHASE AGREEMENT

This E-Rate Customer Purchase Agreement (this “Agreement”) is entered into on April 1, 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 Willows Unified School District, a non-profit school or library eligible for Universal Service funding, as defined below.

E-Rate Contract Number	82581	Spin #	143005588
E-Rate Funding Year	25	FCC Registration #	0012123287
Customer	Willows Unified School District 823 W LAUREL ST WILLOWS, CA, 95988	Seller	CDW Government LLC 230 N. Milwaukee Avenue Vernon Hills, IL 60061
Effective Date	April 1, 2022	Quoted Items (see exhibit 1)	470# 220015797

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, where applicable, the terms and conditions of the Sourcewell 081419-CDW Technology and Software Catalog Contract(s), unless otherwise stated herein in the Agreement.

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.

4. ORDERING AND ASSISTANCE

A. Ordering

Purchase orders shall be submitted directly to Seller at:

E-RATE PURCHASE AGREEMENT

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, Willows Unified 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.
 - Form 472 Billed Entity Applicant Reimbursement (BEAR) Method**

E-RATE PURCHASE AGREEMENT

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 April 1, 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 CA, 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.

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

E-RATE PURCHASE AGREEMENT

CDW Government LLC

Willows Unified School District

(Authorized Signature)

(Authorized Signature)

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

E-RATE PURCHASE AGREEMENT

EXHIBIT I
Quote

QUOTE CONFIRMATION



DEAR IT DEPT,

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
MPGB179	1/26/2022	ERATE	8246122	\$19,321.50

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Catalyst 9200L - switch - 48 ports - rack-mountable Mfg. Part#: C9200L-48P-4G-EDU UNSPSC: 43222612 Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	2	5403735	\$2,675.00	\$5,350.00
Cisco Catalyst 9200L - switch - 24 ports - managed - rack-mountable Mfg. Part#: C9200L-24P-4G-EDU UNSPSC: 43222612 Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	5	5471186	\$1,265.00	\$6,325.00
Ruckus R730 - wireless access point Mfg. Part#: 901-R730-US00 UNSPSC: 43223108 Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	5	5244833	\$745.00	\$3,725.00
Ruckus AP Management for SZ-100/vSZ 3.X - license - 1 access point Mfg. Part#: LE9-0001-SG05 Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	5	5405733	\$75.00	\$375.00
Cisco Digital Network Architecture Essentials - Term License (3 years) - 48 Mfg. Part#: C9200L-DNA-E-48-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Sourcwell 081419-CDW Tech Catalog - Software (081419-CDW)	2	5365451	\$515.00	\$1,030.00
Cisco Digital Network Architecture Essentials - Term License (3 years) - 24 Mfg. Part#: C9200L-DNA-E-24-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Sourcwell 081419-CDW Tech Catalog - Software (081419-CDW)	5	5380357	\$280.00	\$1,400.00

PURCHASER BILLING INFO	SUBTOTAL	\$18,205.00
------------------------	----------	-------------

Billing Address: WILLOWS UNIFIED SCHOOL DISTRICT ACCOUNTS PAYABLE 823 W LAUREL ST WILLOWS, CA 95988-2837 Phone: (530) 934-6600 Payment Terms: ERATE QUOTES ONLY	SHIPPING	\$0.00
	SALES TAX	\$1,116.50
	GRAND TOTAL	\$19,321.50
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: WILLOWS UNIFIED SCHOOL DISTRICT IT DEPT 823 W LAUREL ST WILLOWS, CA 95988-2837 Phone: (530) 934-6600 Shipping Method: DROP SHIP-GROUND		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Ian Rodnick

(877) 655-1832

ianrodn@cdw.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

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

ERATE Order Process

1. Ordering

Purchase orders should 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

Fax: Please fax Purchase Orders to your Account Manager, see 'Account Team' section.

2. Required Information

All orders must include

- a. Contact name, Phone number
- b. Purchase order number
- c. Part number, Product description
- d. Pre-discount and discounted product price
- e. Percentage Customer owes and percentage SLD owes (SPI – Form 474 Method)
- f. Ship to location, Bill to location
- g. FRN (Funding Request Number) for each part number
- h. Billing method (BEAR – Form 472 or SPI – Form 474)

SEPARATE PURCHASE ORDERS SHOULD BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY SELLER.

PO TOTAL SHOULD REFLECT FULL PURCHASE PRICE OF ORDER

3. Assistance With Order

Customer may call 1-800-328-4239 for 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. IN THE CASE OF CHANGES TO PRODUCTS AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED 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 WHEN OR IF AVAILABLE, UPON APPROVAL FROM SLD ON PRODUCT SUBSTITUTION.

4. Price and Payment Terms

a. Price

Price shall be as stated in the quotation attached hereto as Exhibit I by Seller's Account Manager. 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)

- i. **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.
- ii. **Form 472 Billed Entity Applicant Reimbursement (BEAR) Method**
 - Seller will invoice Customer for pre-discount 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.

5. Payment Method

In adherence to Federal E-rate compliance regulations, CDW-G's quoted price is all-inclusive of any and all discounts, if applicable. No further discounts will be applied during time of invoice.

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

CDW-G - Attn: Accounts Receivable
230 North Milwaukee Avenue
Vernon Hills, IL 60061

- 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 regulations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF 100% THE PRICE OF PRODUCTS IN THE CASE WHERE CUSTOMER PLACES ORDER FOR PRODUCTS SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF THE DISCOUNT AMOUNT FOR PRODUCTS. IF SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT CUSTOMER IS IN NO WAY REQUIRED TO PLACE ORDER FOR PRODUCTS.



Category Two - Internal Connections - Version 21.0

								Identify the Monthly Costs				
Reference Number	Type of Internal Connection	Installation Included in Price?	Type of Product	Make	Enter the Make (If Other)	Model	Lease or Non-Purchase Agreement?	Monthly Recurring Unit Costs	Monthly Recurring Unit Ineligible Costs	Estimated Monthly Recurring Unit Eligible Costs	Monthly Quantity	Units
For Reference only - Not Imported	Required	Required	Required	Required	Required if "Other" is selected as Make	Required	Required	Required	Required	For Reference only - Not Imported	Required	Required
1	Data Distribution	No	Switch	Cisco Systems		C9200L-48P-4G-EDU	No	\$0.00	\$0.00	\$0.00	0	Each
2	Data Distribution	No	Switch	Cisco Systems		C9200L-24P-4G-EDU	No	\$0.00	\$0.00	\$0.00	0	Each
3	Wireless Data Distribution	No	Access Point	Ruckus Wireless		901-R730-US00	No	\$0.00	\$0.00	\$0.00	0	Each
4	License	No	License	Ruckus Wireless		LE9-0001-SG05	No	\$0.00	\$0.00	\$0.00	0	Each
5	License	No	License	Cisco Systems		C9200L-DNA-E-48-3Y	No	\$0.00	\$0.00	\$0.00	0	Each
6	License	No	License	Cisco Systems		C9200L-DNA-E-24-3Y	No	\$0.00	\$0.00	\$0.00	0	Each
		No	Fees, Taxes, etc.	Other	TAXES	TAXES	No	\$0.00	\$0.00	\$0.00	0	Each

Identify the One-time Costs									
Estimated Total Monthly Eligible Recurring Costs	Estimated Months of Service	Estimated Total Eligible Recurring Costs	One-time Unit Costs	One-time Unit Ineligible Costs	Estimated One-time Unit Eligible Costs	One-time Quantity	Estimated Total Eligible One-time Costs	Estimated Pre-Discount Extended Eligible Line Item	Do any of these conditions apply?
For Reference only - Not Imported	Required	For Reference only - Not Imported	Required	Required	For Reference only - Not Imported	Required	For Reference only - Not Imported	For Reference only - Not Imported	Required. Options "A" and "B" only applicable if you are an Independent School, Independent Library, Library System, or School District that is not ESA. Options "C" and "D" only applicable if you are a Consortium or ESA School District.
\$0.00	12	\$0.00	\$2,675.00	\$0.00	\$2,675.00	2	\$5,350.00	\$5,350.00	A. Product/Service is for all entities.
\$0.00	12	\$0.00	\$1,265.00	\$0.00	\$1,265.00	5	\$6,325.00	\$6,325.00	A. Product/Service is for all entities.
\$0.00	12	\$0.00	\$745.00	\$0.00	\$745.00	5	\$3,725.00	\$3,725.00	A. Product/Service is for all entities.
\$0.00	12	\$0.00	\$75.00	\$0.00	\$75.00	5	\$375.00	\$375.00	A. Product/Service is for all entities.
\$0.00	12	\$0.00	\$515.00	\$0.00	\$515.00	2	\$1,030.00	\$1,030.00	A. Product/Service is for all entities.
\$0.00	12	\$0.00	\$280.00	\$0.00	\$280.00	5	\$1,400.00	\$1,400.00	A. Product/Service is for all entities.
\$0.00	12	\$0.00	\$1,116.50	\$0.00	\$1,116.50	1	\$1,116.50	\$1,116.50	A. Product/Service is for all entities.