

471 Certification Page – Year 2019 (Year 22)

I authorize Chris Webber to make the following certifications on behalf of our school, and that such certifications are true to the best of my knowledge:

I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed in this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

I certify that I posted my Form 470 and that any related RFP was made available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.

I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the Billed Entity has not received anything of value or a promise of anything of value, other than services and equipment requested under this form, from the service provider(s) or any representative or agent thereof or any consultant in connection with this request for services.

I certify that I and the entity(ies) I represent have complied with all program rules, including record keeping requirements, and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

I certify that the entities listed in this application are eligible for support because they are schools under the statutory definitions of elementary or secondary schools found in the No Child Left Behind Act of 2001, U.S.C. §§ 7801(18) and (38), that do not operate as for-profit business and do not have endowments exceeding \$50 million – OR- I certify that the entities listed on this application are eligible for support because they are libraries that meet the statutory definition of library or library consortium found in the 1996 Library Services and Technology Act (LSTA) (Pub. L. 104-208) and are eligible for assistance from a state library administrative agency under that Act

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification), after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

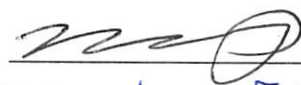
I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on FCC Forms 470 and 471 can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under the Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504.

I certify that the non-discounted portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services features on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

→ Signed:  Date: 3/15/19
Title: Director of Technology District: Raytown


Yellow Dog Networks, Inc.
 9664 Marion Ridge Drive
 Kansas City, Missouri 64137

Sales Agreement

Date	Estimate #
3/13/2019	42224

Name / Address
Raytown Quality Schools Technology 10750 E. 350 Highway Raytown, MO 64138

Project

Item	Description	Qty	Rate	Total
H8FL0E	WAP BMIC Aruba 1Y FC 24X7 EDU/R Lic AP Cn SVC • Contract is Contingent on USAC Funding and the district accepting E-Rate funding _____ Yellow Dog Networks Date _____  3/15/19 Raytown Quality Schools Date _____ SPIN# 143026550	20	6.39	127.80
			Subtotal	\$127.80
			Sales Tax (0.0%)	\$0.00
			Total	\$127.80




Yellow Dog Networks, Inc.
 9664 Marion Ridge Drive
 Kansas City, Missouri 64137

Sales Agreement

Date	Estimate #
3/13/2019	42223

Name / Address
Raytown Quality Schools Technology 10750 E. 350 Highway Raytown, MO 64138

Project

Item	Description	Qty	Rate	Total		
JX936A	WAP Project A	20	292.00	5,840.00		
JW472AAE	Aruba AP-305 Dual 2x2/3x3 802.11ac AP	20	28.52	570.40		
	Aruba Cntrlr Per AP Capacity License E-LTU					
	<ul style="list-style-type: none"> Contract is Contingent on USAC Funding and the district accepting E-Rate funding 					
	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <u>Yellow Dog Networks</u>  Raytown Quality Schools SPIN# 143026550 </td> <td style="width: 50%; border: none;"> <u>Date</u> 3/15/19 <u>Date</u> </td> </tr> </table>	<u>Yellow Dog Networks</u>  Raytown Quality Schools SPIN# 143026550	<u>Date</u> 3/15/19 <u>Date</u>			
<u>Yellow Dog Networks</u>  Raytown Quality Schools SPIN# 143026550	<u>Date</u> 3/15/19 <u>Date</u>					
Subtotal				\$6,410.40		
Sales Tax (0.0%)				\$0.00		
Total				\$6,410.40		

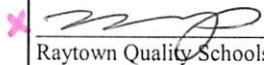
Yellow Dog Networks, Inc.
 9664 Marion Ridge Drive
 Kansas City, Missouri 64137

Sales Agreement

Date	Estimate #
3/13/2019	42225

Name / Address
Raytown Quality Schools Technology 10750 E. 350 Highway Raytown, MO 64138

Project

Item	Description	Qty	Rate	Total
ARUBA509RAYTOWNSCHOO-E	Project I BMIC E-Rate Eligible Renewal of Aruba Annual Maintenance	1	5,913.60	5,913.60
ARUBA509RAYTOWNSCHOO-I	E-Rate Ineligible Renewal of Aruba Annual Maintenance	1	2,241.60	2,241.60
• Contract is Contingent on USAC Funding and the district accepting E-Rate funding				
_____ Yellow Dog Networks		_____ Date		
*  Raytown Quality Schools		<u>3/15/19</u> Date		
SPIN# 143026550				
			Subtotal	\$8,155.20
			Sales Tax (0.0%)	\$0.00
			Total	\$8,155.20

Yellow Dog Networks, Inc.
 9664 Marion Ridge Drive
 Kansas City, Missouri 64137

Sales Agreement

Date	Estimate #
3/13/2019	42226

Name / Address
Raytown Quality Schools Technology 10750 E. 350 Highway Raytown, MO 64138

Project

Item	Description	Qty	Rate	Total
8770ADV-SVL-SW-1	PROJECT J BMIC - E-RATE ELIGIBLE Brocade Communications ESS Application Support 24x7 BR-VDX8770-License-Advanced Chassis	1	7,110.82	7,110.82
6940-144S-SVL-NDP-1	Brocade Communications: ESSENTIAL NBD PARTS ONLY SUPPORT	23	1,343.00	30,889.00
ICX7450-SVL-RMT-1	Brocade Communications 1 Year Essential Remote Support for ICX 7450 24P 48P	148	218.00	32,264.00
ICX7250-SVL-RMT-1	Brocade Communications 1 Year Essential Remote Support for ICX7250 TOTAL E-RATE ELIGIBLE: \$70,458.26	2	97.22	194.44
ICX7450-SVL-RMT-1	PROJECT J BMIC - E-RATE INELIGIBLE Brocade Communications 1 Year Essential Remote Support for ICX 7450 24P 48P	16	218.00	3,488.00
BR-NTWADV-IP-BASE-DC	Ruckus IP SWKIT, 150 DEVICES AND DC FEATURES	1	1,157.00	1,157.00
ICX7750-SVL-RMT-1	Brocade Communications Essential Remote Support for ICX7750 - 1 Year E-RATE INELIGIBLE TOTAL: \$6,053.00 • Contract is Contingent on USAC Funding and the district accepting E-Rate funding	2	704.00	1,408.00
		Subtotal		
		Sales Tax (0.0%)		
		Total		


Yellow Dog Networks, Inc.
 9664 Marion Ridge Drive
 Kansas City, Missouri 64137

Sales Agreement

Date	Estimate #
3/13/2019	42226

Name / Address
Raytown Quality Schools Technology 10750 E. 350 Highway Raytown, MO 64138

Project

Item	Description	Qty	Rate	Total
	<p>Yellow Dog Networks</p> <p> Date</p> <p>Raytown Quality Schools Date</p> <p>SPIN# 143026550</p>			
			Subtotal	\$76,511.26
			Sales Tax (0.0%)	\$0.00
			Total	\$76,511.26


Yellow Dog Networks, Inc.
 9664 Marion Ridge Drive
 Kansas City, Missouri 64137

Sales Agreement

Date	Estimate #
3/14/2019	42227

Name / Address
Raytown Quality Schools Technology 10750 E. 350 Highway Raytown, MO 64138

Project

Item	Description	Qty	Rate	Total
AS4A0NCVHNNX920	PROJECT C -- UPS Liebert APS Model rated at 5 kVA/4.5 kW with 15 minutes backup time	1	19,198.00	19,198.00
IS-UNITY-SNMP	Liebert UPS Management Adapter	1	0.00	0.00
NMB519900000000	Liebert External Maintenance Bypass Model	1	0.00	0.00
<ul style="list-style-type: none"> • Contract is Contingent on USAC Funding and the district accepting E-Rate funding 				
Yellow Dog Networks _____ Date _____  _____ Date <u>3/15/19</u> Raytown Quality Schools _____ Date _____ SPIN# 143026550				
		Subtotal \$19,198.00		
		Sales Tax (0.0%) \$0.00		
		Total \$19,198.00		

**CDW Government LLC
Purchase Agreement for E-Rate Customers
KLNf863
Contract # FY2223874
Spin #143005588
FCC Registration #0012123287**

This E-rate Customer Purchase Agreement (this "Agreement") is by and between CDW Government LLC an Illinois corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 ("Seller"), and RAYTOWN C-2, a non-profit school or library eligible for Universal Service funding, with offices at 10750 E STATE ROUTE 350, RAYTOWN, MO, 64138-1872("Customer") and is effective on April 1, 2019 ("Effective Date").

Definitions:

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

"E-Rate" – The education rate funding program that is a part of the Schools and Libraries Program that provides discounts to keep students and library patrons connected to broadband and voice services and which is one of the programs that form the Universal Service Program.

"Products" – E-rate eligible products or services that include computer related hardware but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items which are eligible for E-rate discounts in accordance with the rules issued by USAC.

"Customer" – an E-rate customer that is a school or library eligible to participate in the E-Rate program and, that is applying for E-Rate discount on Products ordered from Seller.

"Funding Commitment Decision Letter" or "FCDL" – A letter that a Customer receives from USAC which indicates the applicable discount amount for a specific funding year.

"Funding Year" – The specific calendar period, as defined by the SLP, during which the Customer is approved for funding or discounts on Products.

"SLP" - The Schools and Libraries Program of the Universal Service Fund, which includes the E-Rate Program and that is administered by the Universal Service Administrative Company (USAC) under the direction of the United States Federal Communications Commission ("FCC").

"Universal Service Administrative Co." or "USAC" – The not for profit organization designated by the U.S. Federal Communications Commission ("FCC") to administer and ensure compliance with the Universal Services Fund.

1. TERMS AND CONDITIONS

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions of the National IPA Technology Solutions Education Contract # 2018011-01 (the "Terms and Conditions"), unless otherwise stated herein.

2. PURCHASE AUTHORIZATIONS

A. E-Rate Status

Customer represents and warrants that it qualifies as eligible under the SLP to receive E-Rate funding.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT AS REQUIRED BY USAC and the SLP.

B. E-Rate Purchases

Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible to receive E-Rate funding as specified by USAC.

IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO USAC The Form 486 shall be approved by USAC prior to order placement with Seller.

3. ORDERING AND ASSISTANCE

A. Ordering

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

CDW Government LLC
Attn: E-Rate Sales K-12
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Phone: 800-328-4239
Facsimile: Please fax Purchase Orders to your Account Manager

B. Required Information

All orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLP owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.

C. Assistance with Order

Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are inconsistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall not be valid, are considered null and void and shall not be applicable to or binding on Seller.

FOR PRODUCTS WHICH ARE DISCONTINUED AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO OFFER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE, IF AVAILABLE, UPON SLP'S APPROVAL OF THE PRODUCT SUBSTITUTION.

4. PRICE AND PAYMENT TERMS

Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.

Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable laws and regulations.

A. Price

The Price shall be as set forth on the Customer's quote from Seller and which is in the form attached hereto as Exhibit I. All prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer.

B. Payment Terms

Customer must choose one of the following payment methods. However, Customers that choose to order Products prior to receiving their FCDL shall be required to follow the BEAR payment method.

1. Form 474 Service Provider Invoice (SPI) Method

Seller will invoice the Customer for the Product price, as set forth on the Product quote, net of the FCDL amount. Customer shall be responsible for making payment within thirty (30) days from date of invoice.

2. Form 472 Billed Entity Applicant Reimbursement (BEAR) Method

Seller will invoice Customer, upon Product shipment, for the total purchase price without regard to any SLP funding applied to that purchase price for the Products. Customer shall pay the invoiced amount within thirty (30) days from the date of invoice.

All payments, regardless of method, shall be submitted to the address set forth below:

CDW Government LLC
Attn: Accounts Receivable
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

CUSTOMER MAY EITHER WAIT TO PLACE AN ORDER PRIOR TO OR AFTER RECEIPT OF ITS FCDL. IN THE EVENT THAT CUSTOMER PLACES AN ORDER PRIOR TO RECEIPT OF THE FCDL, CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT OF THE ENTIRE PURCHASE PRICE WITHOUT REGARD TO SLP FUNDING.

5. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller's advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

6. TERM & RENEWAL OF AGREEMENT

The term of this Agreement shall commence on April 1, 2019 ("Effective Date") and be valid through Funding Year 22. Notwithstanding the foregoing, Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice

to the Customer. In addition, the Customer may immediately terminate this Agreement or withdraw an order upon written notice to Seller in the event that funds are not appropriated to Customer under this program ("Termination Notice"). In the event that Customer terminates this Agreement due to non-appropriation of funds, then Seller may immediately cease performance. However, the Customer shall remain liable for any Products that Seller has shipped or services already provided or subscribed and purchased prior to Seller's receipt of the Termination Notice. Customer shall also be responsible for any of Seller's out-of-pocket costs arising as a result of any such termination.

The term of this Agreement may be renewed in the event that Customer receives an extension of funding from the SLP and upon Seller's and Customer's mutual written consent.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier at the following address:

If to Seller:

CDW Government LLC
Attn.: Director, Program Sales
2 Corporate Drive, Suite 800
Shelton, CT 06484

If to Customer:

RAYTOWN C-2
JON COLEMAN
10750 E STATE ROUTE 350
RAYTOWN, MO, 64138-1872

8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer, and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Cook County, Illinois, and Customer consents to the jurisdiction of the federal and state courts located therein Customer shall submit to the jurisdiction thereof and waives the right to change venue. Customer further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

11. DOCUMENT RETENTION


All documents related to this Agreement will be kept on file by both parties for a period of ten (10) years after the project completion in accordance with the rules of the SLP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. **This contract is for Funding Year 22 (2019) which is effective as of July 1, 2019 and terminates on June 30, 2020.**

CDW Government LLC

Customer

(Authorized Signature)

X 

(Authorized Signature)

Printed Name

Melissa Tebbenkamp

Printed Name

Title: _____

Title: Director of Technology

Date: _____

Date: 3/15/19

EXHIBIT I
Quote

QUOTE CONFIRMATION



DEAR JON COLEMAN,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KLNF863	2/27/2019	APC 2020 COTERM	2117218	\$12,628.80

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
APC SYBTU1-PLP UPS Battery Unit Mfg. Part#: SYBTU1-PLP UNSPSC: 26111710 Contract: National IPA Technology Solutions Education (2018011-01)	32	834415	\$394.65	\$12,628.80

PURCHASER BILLING INFO		SUBTOTAL	\$12,628.80
Billing Address: RAYTOWN C-2 KIM RECTOR 6608 RAYTOWN RD RAYTOWN, MO 64133-5240 Phone: (816) 268-7000 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$12,628.80
		DELIVER TO Shipping Address: RAYTOWN SCHOOL DISTRICT MELISSA TEBBENKAMP / KIM RECTOR 10750 E STATE ROUTE 350 TECHNOLOGY RAYTOWN, MO 64138-1872 Shipping Method: DROP SHIP-GROUND	

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Rob Culicchia	(866) 534-1410	robcul@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
 © 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

CONTRACT FOR SERVICES AND/OR PRODUCTS E-RATE FUNDING YEAR 2019

	Service Provider "Provider"	School/Library "Applicant"
Company Name:	Anixter	
Contact Name:	Kayla Oldham	
SPIN:	143004691	
Address:	10457 W 87 th Terrace	
City, State Zip:	Lenexa, KS 66214	
Phone:	913-928-2015	

This contract made and entered into on this 14th day of March, 2019 by and between Provider and Applicant as specified above.

SERVICES

The Provider agrees to provide to the Applicant the services and/or products as specified in Quote # Q0027Y0B attached.

RECITALS

Pursuant to the Schools and Libraries Universal Services Support Mechanism (E-Rate) contained in the Universal Service Provisions of the Telecommunications Act of 1996 [47 U.S.C. § 254, Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("1996 Act")], Applicant advertised for certain telecommunications, Internet, and internal connections services (purchase, management, or maintenance). Provider submitted bid to provide same. In accordance with the requirements of the regulations implementing the Act, Applicant considered the bid and determined that it should be accepted. The parties are now ready to enter into a contract for the furnishing of such services and/or products and they set their agreement in writing as follows:

AGREEMENT

For and in consideration of the payment of the sums of money specified herein, together with other good and valuable consideration, Provider does hereby agree to furnish, and Applicant does hereby agree to accept and pay the discounted price for the services bid, providing the conditions below.

The term of this contract shall commence on April 1, 2019 and shall terminate on (a) June 30, 2020 for recurring services or (b) September 30, 2020 for non-recurring services. The contract expiration date for non-recurring shall be automatically extended to align with SLD authorized extensions due to late funding and changes in products and/or services approved after March 1, 2020. This contract can be extended for a term of up to 5 years with District and Provider approval.

If the Schools and Libraries Division ("SLD"), Administrator of the Universal Services Support Mechanism, or its successor, should fail to approve all of or any part of the services and products covered by this contract, the Applicant shall have the right, at its option, to cancel this contract, in part or in whole.

If, after approval of discount funding by SLD or its successor, Applicant's governing board should fail to approve all of or any part of the services and products covered by this contract, the Applicant shall have the right, at its option, to cancel this contract, as to that part of the services and products disallowed by the governing board. Upon Funding letter Provider will invoice SLD and The customer 20% of the total bid to begin work.

The total costs of the services and/or products shall not exceed \$ 31,674.60 (Pre-discount amount). In most circumstances Applicant shall not be liable for an amount exceeding the Applicant's non-discount share under the terms of ERATE. The exception would only occur if the district accepted products and/or services under this contract and ERATE does not fund the district for any reason, District will be liable for full value of product and/or services delivered.

Executed and delivered on the day and year first written above.

For Provider:	For Applicant:
Signature of Authorized Person: 	Signature of Authorized Person: 
Printed Name of Authorized Person: Kayla Oldham	Printed Name of Authorized Person: Melissa Tebbenkamp
Title: Inside Sales Representative	Title: Director of Technology
Date: 3/14/2019	Date: 3/15/19



2301 Patriot Blvd. Glenview, IL 60026

QUOTATION

Date: 03/14/2019
Quote #: Q0027Y0B
Customer: 060258

See attached Anixter Terms and Conditions of Sale

Customer

RAYTOWN SCHOOLS

6608 RAYTOWN RD
RAYTOWN, MO 64133

KIM RECTOR

Phone: (816)268-7122

Fax: --

Email: kim.rector@raytownschools.org

7/1/2019-6/30/2020

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
1	4	Non-Stock WMPRS2B-LX-02 MODULAR UPS REVITALIZATION SERVICE FOR 1 SYMMETRA LX WITH 2 X SYPM4KP, 2 X SYB	EA	4815.15	19,260.60
2	6	Non-Stock WADVULTRA-AX-26 1 YEAR ADVANTAGE ULTRA SERVICEPLAN FOR 1 INFRASTRUXURE INROW RC CHILLED WAT	EA	2069.00	12,414.00
Quote Total:					31,674.60

TERMS: NET30
Freight Terms: PPD/CHARGE
Shipment: MATERIAL IN ANIXTER INVENTORY IS SUBJECT TO PRIOR SALE
Notes: ORDER ACCEPTANCE BASED UPON PRIOR CREDIT APPROVAL
 ALL MATERIAL NON-RETURNABLE WITHOUT RETURN AUTHORIZATION
Currency: USD

Please refer all inquiries to:

Kayla Bowers
 Phone: 913-928-2015
 Mobile: --
 Fax: 913-492-1264
 Kayla.oldham@anixter.com

11314 W 80th Street
 LENEXA, KS 66214
 US

Comments:

COPPER CABLE PRICES VALID 14 CALENDAR DAYS.
 ALL OTHER ITEMS VALID 30 DAYS UNLESS NOTED AT THE ITEM LEVEL

1. These Terms and Conditions of Sale (this "Agreement") apply to, and govern the sale of, any products (collectively, the "Products") by Anixter Inc. and/or one of its affiliates or subsidiaries identified in the applicable quote, order document, or credit application (the "Seller") to the applicable customer identified in such quote, order document, or credit application ("Customer"). This Agreement constitutes the entire integrated agreement between the parties with respect to the subject matter of this Agreement, and applies to any subsequent purchases made by Customer from Seller. Any and all discussions, understandings, agreements, representations, courses of dealing, customs, and usages of trade heretofore made or engaged in by the parties with respect to the subject matter hereof are hereby merged into this Agreement, which alone fully and completely expresses the parties' agreement. Notwithstanding the foregoing, if Seller and Customer are parties to a mutually executed and negotiated agreement that governs the supply and use of the Products (the "Existing Agreement"), the terms and conditions of such Existing Agreement supersede this Agreement for the specific purpose set forth therein. Seller objects to and is not bound by any additional or different terms, whether printed or otherwise, in any purchase order or other communication from Customer to Seller, unless specifically agreed to in a separate writing signed by the parties and only with respect to those Products intended to be covered by that executed document. The execution of a Customer order document does not, in and of itself, evidence Seller's assent to any terms and conditions contained or referenced thereon. Such additional or different terms constitute a material alteration of this Agreement, and Customer accepts this Agreement without such additional or different terms. Seller has the right to periodically update this Agreement. Each revision will be identified by the next revision number and effective date. Any subsequent revisions will be effective only to quotes or orders issued on or after the date of the revision to such terms and conditions. Customer's acceptance or use of the Products constitutes acceptance of this Agreement. If Seller will be providing services, Seller's service terms, found at www.anixter.com/termsandconditions, apply in addition to the terms of this Agreement.

2. Any change in Product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. If all or part of the contract is terminated by modification or rescission, Customer, in the absence of a contrary written agreement between Seller and Customer, shall pay termination charges equal to Seller's costs associated with the contract, as determined by generally accepted accounting principles, plus a reasonable profit on the entire contract. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order or contract for Products intended for Customer. If Customer orders any Special Stock Products (as defined herein) from Seller, Customer will not be able to cancel such order if the Special Stock Product is already in Seller's possession or in transit to Seller, plus Customer shall pay for any manufacturer cancellation charges for unshipped items. The term "Special Stock Product" means any inventory from Seller that Seller produces or procures for Customer and such inventory is nonstandard or not readily saleable to other customers of Seller. Seller may, in its discretion, require an advance deposit of up to 100% of Seller's selling price for any Special Stock Product ordered by Customer hereunder.

3. Payment of the purchase price for Products sold by Seller to Customer shall be in the amounts set forth on each invoice, and Customer shall pay all charges in accordance with the amounts established in said invoices. The entire outstanding balance due to Seller on all invoices is due in full immediately upon default in the payment of any invoice. Customer shall pay a service charge of \$50.00 or the maximum allowed by law for each check returned by Customer's bank. In addition, if Customer fails to pay all charges in accordance with this Agreement, Customer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of non-payment, including all reasonable attorneys' fees and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings.

4. Customer shall pay the purchase price for Products within the time indicated on the face of the quote, unless otherwise agreed to by the parties in writing. If Customer fails to pay the total purchase price within the time indicated on the face of the quote or other written agreement, the maximum allowable charge and/or interest allowed by applicable laws shall be applied to all past due accounts commencing from the due date of the invoice until paid. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this Agreement. Cash discounts do not apply to cases, reels, spools or transportation charges. The purchase price for the Products is F.O.B. first point of shipment, unless otherwise agreed to in writing. Seller may set off any amount due from Customer to Seller, whether or not under this Agreement, from any amounts due to Customer. Title to and risk of loss of the Products pass to Customer upon delivery to the carrier at the F.O.B. shipping point. Unless otherwise agreed to in writing, title to any software associated with a Product shall not pass to Customer and, strictly to the extent permissible under any license agreement related to such software, Customer shall be granted a limited license to use the software in connection with the Product, strictly in accordance with the license agreement, and Customer agrees to be bound by any license terms pertaining to software associated with a Product sold hereunder. To the extent permitted under applicable law, Customer agrees to defend and indemnify Seller, including paying for Seller's reasonable attorneys' fees for counsel of Seller's choosing, from any claims or lawsuits in which it is alleged that such license agreement was breached or violated by reason of the actions of Customer.

5. Seller will not accept returns of Products or the taking of financial credits by Customer unless previously authorized by Seller via a written Return Material Authorization ("RMA"). Returns shall be subject to Seller's current RMA policy, which will be made available upon request.

6. If Customer is providing a forecast or requiring Seller to stock Products, Customer acknowledges that it is responsible for all excess and obsolete inventory, including, but not limited to, any inventory that is held by Seller and not consumed by Customer (a) prior to the discontinuation of usage of a particular part number, or (b) during the preceding six-month period (collectively, "E&O"). Seller reserves the right to call a Periodic Business Review ("PBR") which shall be attended by representatives of both parties for the purpose of E&O analysis and disposition. Resolution for E&O inventory shall be completed within ten days of the PBR unless otherwise agreed upon at the PBR.

7. Prices on Seller's website, catalogs or in Seller quotes are subject to change without notice. All prices listed on a Seller quote will be deemed to expire and become invalid if not accepted within ten calendar days from the date of issue, unless otherwise noted by Seller in writing. Seller, in its sole discretion, may extend such ten-day period; however, such extensions of pricing, if made, are for Customer's convenience only and Seller shall be free at any time after such initial ten-day period to adjust the prices contained on such quote. In addition, any mathematical, stenographic or clerical errors are not binding on Seller. Except where specifically stated by Seller, prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any tax or other governmental charge upon the provision of services, or the production, sale, shipment, transfer, consumption, or use of the Products which Seller is required to pay or collect from Customer shall be paid by Customer to Seller at the time of payment for the Product, unless Customer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

8. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Customer's order and all information, drawings and approvals to be furnished by Customer, and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller will in good faith endeavor to ship Products or perform services by the estimated date. Seller shall have the right to make partial shipments. All changes in specifications or the shipping or performance date requested by Customer will only be effective if set forth in a writing signed by the parties, and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping/performance date or purchase price, or both, will be made. If no packaging, loading or bracing requirements are stated, Seller will comply with minimum specifications for the method of transportation specified. If no method of transportation is specified, shipment will be by a reasonable method of transportation determined by Seller in its sole discretion.
9. Customer shall promptly submit all claims for shortages in writing to Seller once Customer receives the Products; otherwise such claims shall be waived. Quantities are subject to normal manufacturer allowances. In the case of wire and cable, such allowances are plus 10% and minus 5%. The purchase price for Products will equal the unit price multiplied by the quantity shipped.
10. Seller is a reseller of Products only, and as such does not provide any warranty for the Products it supplies hereunder. Notwithstanding the foregoing, Seller hereby transfers and assigns any and all transferable warranties made to Seller by the manufacturer of the Products and any intellectual property indemnity from the manufacturer of such Products to Customer. Customer will inspect the Products upon delivery and will, within ten business days of delivery, notify Seller in writing of any defect in the Products so that Seller may place the Product manufacturers on notice of the same, otherwise such Products will be considered accepted. Customer's sole and exclusive remedy for any alleged defect, failure, inadequacy, or breach of any warranty related to Products shall be limited to those warranties and remedies provided by the manufacturers of those Products all of which are hereby assigned by the Seller to Customer. This warranty does not cover wear and tear and shall be ineffective and shall not apply to products that have been subjected to misuse or abuse, neglect, accident, damage, or improper installation, or maintenance, including, but not limited to, the usage of the Product not in accordance with the manufacturers specifications or instructions.
11. Customer further acknowledges and agrees that although Seller may provide Customer with suggestions or advice regarding Product or installation recommendations, such suggestions or advice shall not be deemed to be a recommendation, endorsement or guarantee. Customer acknowledges that in that the event it follows such suggestions or advice, it does so at its own risk, and, except as provided herein, Seller shall have no liability for any claims, damages, liabilities and losses relating to such suggestions or advice.
12. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS AND CUSTOMER WAIVES, ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (STATUTORY OR OTHERWISE). IF DISCLAIMER OF WARRANTY STATEMENTS ARE DISALLOWED IN THE GOVERNING JURISDICTION STATED IN SECTION 18 BELOW, SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD (OR THE MINIMUM PERIOD REQUIRED BY THE APPLICABLE LAW).
13. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING; PROVIDED, HOWEVER, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO DAMAGES ARISING FROM (A) PERSONAL INJURY (INCLUDING DEATH) OR TANGIBLE PROPERTY DAMAGE ARISING FROM A PARTY'S NEGLIGENCE; (B) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD; (C) A PARTY'S VIOLATION OF ANY APPLICABLE LAW OR REGULATION; (D) A PARTY'S BREACH OF ANY CONFIDENTIALITY OBLIGATIONS ARISING UNDER THIS AGREEMENT; OR (E) A PARTY'S ACTUAL INFRINGEMENT OF US INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN ADDITION, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY'S LIABILITY ON ANY CLAIMS FOR DAMAGES OR CHARGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS SHALL EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM.
14. Seller shall not be liable for any failure to perform its obligations under the Agreement resulting directly or indirectly from, or contributed to or by acts of God, acts of Customer, acts of terrorism, civil or military authority, fires, strikes or other labor disputes, accidents, floods, war, riot, inability to secure material or transportation facilities, dissolution of the applicable manufacturer's business, acts or omissions of carriers, or any other circumstances beyond Seller's reasonable control.
15. To the extent permitted under applicable law, if Customer furnishes specifications to Seller for use in the manufacture of the Products, Customer will indemnify and hold Seller harmless against any claim of intellectual property infringement which arises out of Seller's compliance with the specifications.
16. Each party shall comply with all applicable laws, statues, rules and regulations, including but not limited to, all applicable export and import, anti-bribery and corruption, environmental protection, and health and safety laws. To the extent permitted under applicable law, each Party will indemnify and hold the other Party harmless for any damages arising from its violation of any such laws, statutes, rules, and regulations.
17. Neither Party will disclose or make available to any third party the disclosing party's data or other confidential, non-public or proprietary information regarding without the disclosing party's prior written consent. In addition, Customer shall comply with Seller's business privacy policy found at www.anixter.com/bpdataprivacy.
18. This Agreement is governed, interpreted, and construed according to the substantive laws of the State of Illinois, U.S.A. without regard to principles of conflicts of law thereof and shall not be governed by the U.N. Convention on the International Sale of Goods. If any dispute or controversy shall arise with respect to this Agreement, such dispute or controversy will be settled in the state or federal courts located in Chicago, Illinois, in which case the parties hereby consent to the exclusive jurisdiction and venue of such courts, and agree that they shall not contest or challenge the jurisdiction or venue of such courts.
19. No amendments, modifications, waivers, rescission, or termination of this Agreement can be made through the parties' course of dealings and no such change can be made except in a single writing signed by the parties hereto. Failure by Seller to exercise any right or remedy under the Agreement will not be deemed a waiver of such right or remedy unless in writing signed by Seller, nor shall any waiver be implied from the acceptance of any payment. No waiver by Seller of any right shall extend to or affect any other right, nor shall a waiver by Seller of any breach extend to any subsequent similar or dissimilar breach. The Agreement shall be for the benefit of the parties and not for the benefit of any other person. Customer may not assign this Agreement without the express written approval of Seller. Any cause of action that Seller has against Customer may be assigned without Customer's consent to Anixter Inc. or to any affiliate, parent or subsidiary of Anixter Inc. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to

such jurisdiction, be limited or eliminated to the minimum extent required by that jurisdiction, and the remaining provisions of the Agreement will remain in full force and effect.

If Customer is to be granted credit accommodations under a credit application (the "Application") in connection with this Agreement, the following additional terms and conditions shall apply:

20. Upon approval of this Application, Seller, in their sole discretion, and notwithstanding any request of Customer, will assign Customer a maximum credit line, and shall have the right to increase, decrease, or terminate Customer's credit privileges or to require guarantees, security or payment under this Application at any time without prior notice to Customer, except as otherwise provided by law.

21. Payment of the purchase price for goods and/or services sold by Seller to Customer shall be in the amounts set forth on each invoice, and Customer agrees to pay all charges in accordance with the amounts established in said invoices. The entire outstanding balance due to Seller on all Invoices shall become due in full immediately upon default in the payment of any invoice.

22. If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with Seller, Customer has the right to request within 60 days of Seller's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request. The federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit Customers on the basis of race, color, religion, national origin, sex, marital status, or age (provided that Customer has the capacity to enter into a binding contract), because all or part of Customer's income derives from any public assistance programs, or because Customer has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

23. Customer shall immediately notify Seller of any agreement to sell or otherwise transfer ownership or possession of more than 20% of the assets or business of Customer, or to sell more than 20% of the capital stock or other ownership interest of Customer.

24. Customer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Customer agrees to send Seller written notice of any changes in the form of ownership of Customer's business within five days of such changes. Customer agrees to neither order nor accept goods from Seller while Customer is insolvent within the meaning of Section 1-201(23) of the Uniform Commercial Code. Every order placed, or delivery accepted, while Customer is insolvent shall constitute a written misrepresentation of solvency to Seller within the meaning of Section 2-702(2) of the Uniform Commercial Code.

25. This Agreement is effective and applicable to any purchases made by Customer from the Seller pursuant to any credit established hereunder, regardless whether the amount or terms of credit provided by Seller to Customer is altered pursuant to the terms hereof.

Effective as of May 16, 2016
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