



Board of Education Agenda Request

Name/Business Name:

Phone Number(s):

Address or Site/Department:

E-Mail Address:

Regular Meeting

Special Meeting

Work Session

Requested Meeting Date:

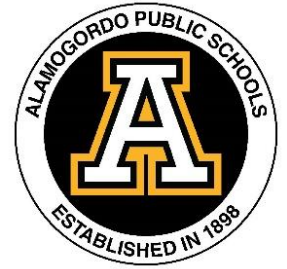
Agenda Topic:

Agenda Category: Action Item Presentations/Recognitions
 Consent Agenda (Action) Departmental Reports
 Information to the Board APS Board Policy Manual

Name and Title of Person(s) Presenting Agenda Item:

Please e-mail this form to boardbook@alamogordoschools.org or lisa.patterson@alamogordoschools.org and attach all supporting documents to the e-mail.

Alamogordo Public Schools
PO Box 650
Alamogordo, NM 88311-0650



Office of Business and Finance
Marie Bouma, Chief Procurement Officer
1211 Hawaii Avenue
Alamogordo, NM 88310

Office: (575) 812-6044
Fax: (575) 812-6049

MEMORANDUM

To: Board of Education

From: Chief Procurement Officer Marie Bouma

Date: March 15, 2023

Re: Executive Summary of Contract

CDW-Government provides network and computer equipment for local public bodies and government agencies. This is a new contract resulting from RFP 003-2023 Networking Equipment. The contract is budgeted out of TSS and is not to exceed \$1,540,960.69. This is a federal E-Rate partnership. The District responsibility is \$769,375, to be paid out through 2025 utilizing HB-33 funds. The Department Head for the contract is Christina Allen and is overseen by the Deputy Superintendent of Operations.

APS utilizes CDW-Government for Networking Equipment Districtwide.

Respectfully,

Marie Bouma
Chief Procurement Officer
Alamogordo Public Schools

E-RATE PURCHASE AGREEMENT

This E-Rate Customer Purchase Agreement (this “Agreement”) is entered into on April 1, 2023 (“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 Alamogordo Public School District, a non-profit school or library eligible for Universal Service funding, as defined below.

E-Rate Contract Number	100800	Spin#	143005588
E-Rate Funding Year	2023	FCC Registration#	0012123287
Customer	Alamogordo Public School District 1211 Hawaii Avenue Alamogordo, NM, 88310	Seller	CDW Government LLC 230 N. Milwaukee Avenue Vernon Hills, IL 60061
Effective Date	April 1, 2023	Quoted Items (see exhibit 1)	470# 230015225

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. FY 2023 is in reference to the program year.

2. TERMS AND CONDITIONS

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions on Seller’s website at <https://www.cdwg.com/content/cdwg/en/terms-conditions/sales-and-service-projects.html> (the “Sales and Service Projects”), unless otherwise stated herein.

OR

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions of the [Please insert name of CDWG AGREEMENT the quote(s) are SUBJECT to] Contract, 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.

E-RATE PURCHASE AGREEMENT

- 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:

CDW Government LLC
Attn: E-Rate Sales
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 purchase 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, Alamogordo Public 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, and as amended from time to time. 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.

E-RATE PURCHASE AGREEMENT

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

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, 2023 (“Effective Date”) and be valid through the later of the Funding Year 2023 or 9/30/2024.
- 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 NM, 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

E-RATE PURCHASE AGREEMENT

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

CDW Government LLC



(Authorized Signature)

Anup Sreedharan

Printed Name

Title: Sr.Mgr.,Program Sales

Date: 3/10/2023

Alamogordo Public School District

(Authorized Signature)

Printed Name

Title: _____

Date: _____

E-RATE PURCHASE AGREEMENT

EXHIBIT I
Quote Date – 3/1/2023



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

CHRISTINA ALLEN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NFZX625	2/15/2023	HARDWARE	0630725	\$1,540,960.69

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE Aruba 6300M 24-Port SFP+ and 4-Port SFP56 Switch Mfg. Part#: JL658A UNSPSC: 43222612 Contract: MARKET	2	5817450	\$8,368.52	\$16,737.04
HPE Foundation Care Next Business Day Exchange Service - extended service a Mfg. Part#: HR4B0E Electronic distribution - NO MEDIA Contract: MARKET	2	5884823	\$899.80	\$1,799.60
HPE Aruba X371 - power supply - hot-plug redundant - 250 Watt Mfg. Part#: JL085A#ABA UNSPSC: 39121004 Contract: MARKET	2	4360869	\$276.82	\$553.64
HPE Aruba 6200M 48G Class4 PoE 4SFP+ Switch Mfg. Part#: R8Q70A Contract: MARKET	173	7282913	\$4,423.11	\$765,198.03
ARUBA 1Y FOUNDATION CARE NBD Mfg. Part#: H91K7E Electronic distribution - NO MEDIA Contract: MARKET	173	7325430	\$590.09	\$102,085.57
HPE Aruba X372 - Power Supply - Hot-Plug Redundant - 1050 Watt Mfg. Part#: JL087A#ABA UNSPSC: 39121004 Contract: MARKET	173	4360871	\$594.22	\$102,800.06

QUOTE DETAILS (CONT.)

HPE Aruba network device fan tray - front-to-back airflow	173	6981468	\$257.54	\$44,554.42
Mfg. Part#: JL669B Contract: MARKET				
HPE Aruba Direct Attach Copper Cable - 10GBase direct attach cable - 3.3 ft	146	4915982	\$59.87	\$8,741.02
Mfg. Part#: J9281D UNSPSC: 26121609 Contract: MARKET				
HPE Aruba Direct Attach Copper Cable - 10GBase direct attach cable - 10 ft	3	4924318	\$78.34	\$235.02
Mfg. Part#: J9283D UNSPSC: 26121609 Contract: MARKET				
HPE Aruba 6200M 24G Class4 PoE 4SFP+ - switch - 24 ports - managed - rack-m	16	7302826	\$2,904.42	\$46,470.72
Mfg. Part#: R8Q68A Contract: MARKET				
HPE Foundation Care Next Business Day Exchange Service - extended service a	16	7312763	\$380.26	\$6,084.16
Mfg. Part#: H90H5E Electronic distribution - NO MEDIA Contract: MARKET				
HPE Aruba X372 - Power Supply - Hot-Plug Redundant - 1050 Watt	16	4360871	\$594.22	\$9,507.52
Mfg. Part#: JL087A#ABA UNSPSC: 39121004 Contract: MARKET				
HPE Aruba network device fan tray - front-to-back airflow	16	6981468	\$257.54	\$4,120.64
Mfg. Part#: JL669B Contract: MARKET				
HPE Aruba 6100 12G Class4 PoE 2G 2SFP+ 139W Switch - switch - 16 ports - ma	10	6404572	\$750.92	\$7,509.20
Mfg. Part#: JL679A#ABA Contract: MARKET				
HPE Foundation Care Next Business Day Exchange Service - extended service a	10	6391478	\$140.19	\$1,401.90
Mfg. Part#: HV2K9E Electronic distribution - NO MEDIA Contract: MARKET				
HPE Aruba AP-635 (US) - Campus - wireless access point - ZigBee, Bluetooth,	400	6667331	\$678.60	\$271,440.00
Mfg. Part#: R7J28A Contract: MARKET				
HPE Foundation Care Next Business Day Exchange Service - extended service a	400	6695465	\$67.80	\$27,120.00
Mfg. Part#: H29XYE Electronic distribution - NO MEDIA Contract: MARKET				

QUOTE DETAILS (CONT.)

<u>HPE Aruba AP-MNT-MP10-B Campus Type B - Mounting Bracket</u>	40	5364140	\$96.82	\$3,872.80
Mfg. Part#: Q9G69A UNSPSC: 31162313 Contract: MARKET				
<u>HPE Aruba AP-655 (US) - Campus - wireless access point - Wi-Fi 6E</u>	16	6829172	\$970.28	\$15,524.48
Mfg. Part#: R7J39A Contract: MARKET				
<u>HPE Foundation Care Next Business Day Exchange Service - extended service a</u>	16	6899291	\$87.96	\$1,407.36
Mfg. Part#: H59F8E Electronic distribution - NO MEDIA Contract: MARKET				
<u>HPE Aruba AP-MNT-MP10-B Campus Type B - Mounting Bracket</u>	2	5364140	\$96.82	\$193.64
Mfg. Part#: Q9G69A UNSPSC: 31162313 Contract: MARKET				
<u>HPE Aruba AP-MNT-B Campus AP Type B Mount Bracket Kit</u>	2	5617107	\$12.85	\$25.70
Mfg. Part#: R3J16A UNSPSC: 31162313 Contract: MARKET				
<u>HPE Aruba AP-635 (US) - Campus - wireless access point - ZigBee, Bluetooth,</u>	14	6667331	\$678.60	\$9,500.40
Mfg. Part#: R7J28A Contract: MARKET				
<u>HPE Foundation Care Next Business Day Exchange Service - extended service a</u>	14	6695465	\$67.80	\$949.20
Mfg. Part#: H29XYE Electronic distribution - NO MEDIA Contract: MARKET				
<u>HPE Aruba AP-MNT-B Campus AP Type B Mount Bracket Kit</u>	14	5617107	\$12.85	\$179.90
Mfg. Part#: R3J16A UNSPSC: 31162313 Contract: MARKET				
<u>HPE Aruba AP-635 (US) - Campus - wireless access point - ZigBee, Bluetooth,</u>	86	6667331	\$678.60	\$58,359.60
Mfg. Part#: R7J28A Contract: MARKET				
<u>HPE Foundation Care Next Business Day Exchange Service - extended service a</u>	86	6695465	\$67.80	\$5,830.80
Mfg. Part#: H29XYE Electronic distribution - NO MEDIA Contract: MARKET				
<u>HPE Aruba AP-MNT-MP10-B Campus Type B - Mounting Bracket</u>	7	5364140	\$96.82	\$677.74
Mfg. Part#: Q9G69A				

QUOTE DETAILS (CONT.)

UNSPSC: 31162313

Contract: MARKET

[HPE Aruba AP-MNT-B Campus AP Type B Mount Bracket Kit](#) 16 5617107 \$12.85 \$205.60

Mfg. Part#: R3J16A

UNSPSC: 31162313

Contract: MARKET

[HPE Aruba AP-655 \(US\) - Campus - wireless access point - Wi-Fi 6E](#) 12 6829172 \$970.28 \$11,643.36

Mfg. Part#: R7J39A

Contract: MARKET

[HPE Foundation Care Next Business Day Exchange Service - extended service a](#) 12 6899291 \$87.96 \$1,055.52

Mfg. Part#: H59F8E

Electronic distribution - NO MEDIA

Contract: MARKET

[HPE Aruba AP-MNT-MP10-B Campus Type B - Mounting Bracket](#) 1 5364140 \$96.82 \$96.82

Mfg. Part#: Q9G69A

UNSPSC: 31162313

Contract: MARKET

[HPE Aruba AP-655 \(US\) - Campus - wireless access point - Wi-Fi 6E](#) 11 6829172 \$970.28 \$10,673.08

Mfg. Part#: R7J39A

Contract: MARKET

[HPE Foundation Care Next Business Day Exchange Service - extended service a](#) 11 6899291 \$87.96 \$967.56

Mfg. Part#: H59F8E

Electronic distribution - NO MEDIA

Contract: MARKET

[HPE Aruba AP-MNT-B Campus AP Type B Mount Bracket Kit](#) 11 5617107 \$12.85 \$141.35

Mfg. Part#: R3J16A

UNSPSC: 31162313

Contract: MARKET

[HPE Aruba AP-655 \(US\) - Campus - wireless access point - Wi-Fi 6E](#) 3 6829172 \$970.28 \$2,910.84

Mfg. Part#: R7J39A

Contract: MARKET

[HPE Foundation Care Next Business Day Exchange Service - extended service a](#) 3 6899291 \$87.96 \$263.88

Mfg. Part#: H59F8E

Electronic distribution - NO MEDIA

Contract: MARKET

[HPE Aruba AP-MNT-MP10-B Campus Type B - Mounting Bracket](#) 1 5364140 \$96.82 \$96.82

Mfg. Part#: Q9G69A

UNSPSC: 31162313

Contract: MARKET

QUOTE DETAILS (CONT.)

HPE Aruba AP-MNT-B Campus AP Type B Mount Bracket Kit	2	5617107	\$12.85	\$25.70
Mfg. Part#: R3J16A				
UNSPSC: 31162313				
Contract: MARKET				

SUBTOTAL	\$1,540,960.69
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$1,540,960.69

PURCHASER BILLING INFO

Billing Address:
ALAMOGORDO PUBLIC SCHOOLS
ACCTS PAYABLE
PO BOX 650
ALAMOGORDO, NM 88311-0650
Phone: (575) 812-6028
Payment Terms: ERATE QUOTES ONLY

DELIVER TO

Shipping Address:
ALAMOGORDO PUBLIC SCHOOLS
2624 N FLORIDA AVE
APS CENTRAL RECEIVING
ALAMOGORDO, NM 88310-5425
Phone: (800) 991-4239
Shipping Method:

Please remit payments to:

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



Sales Contact Info

Kevin O'Connor (CDWG) | (877) 635-6440 | kevocon@cdwg.com

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Support



Call 800.800.4239

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This order 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

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Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

CASSANDRA ROHWER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NGLD971	2/28/2023	CONFIG SVC	0630725	\$187,000.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
NEW ITEM Mfg. Part#: NEW-ITEM Reference CSOW 88550_v4 Contract: Standard Pricing	1	NEW-ITEM	\$187,000.00	\$187,000.00

SUBTOTAL	\$187,000.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$187,000.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: ALAMOGORDO PUBLIC SCHOOLS ACCTS PAYABLE PO BOX 650 ALAMOGORDO, NM 88311-0650 Phone: (575) 812-6028 Payment Terms: ERATE QUOTES ONLY	Shipping Address: ALAMOGORDO PUBLIC SCHOOLS 2624 N FLORIDA AVE APS CENTRAL RECEIVING ALAMOGORDO, NM 88310-5425 Phone: (800) 991-4239 Shipping Method:
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Kevin O'Connor (CDWG) | (877) 635-6440 | kevocon@cdwg.com

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<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

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