



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between CDW GOVERNMENT, LLC ("**Vendor**") and the **City of Burleson**, ("**Customer**" or "**Authorized Customer**"), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the Texas DIR Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** DIR-TSO-4160, as amended, (the "**Agreement**") with an expiration date of 10/02/2024.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

SEE ATTACHMENT A - ITEMS LABELED A, C, D, E, F

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of Seventy-one thousand six hundred ninety-one dollars and 48/100 ("**Purchase Price**").

Term - The Term of this Customer Agreement ("**Term**") shall be for one of the following as selected below (Select the type of contract that applies):

Single Purchase Contract -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Supply / As Needed Contract- The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Multi-Year Contract-The Term shall be for one (1) year(s) expiring on _____.
This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

Emergency Purchase - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

Standard Addendum with the City of Burleson, Texas - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the _____ day of _____ 20____.

CITY OF BURLESON

VENDOR CDW GOVERNMENT, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A



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

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

SCOTT HEISEY,

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](#)

Here's your updated quote. Please let me know if you have any questions or concerns!

ACCOUNT MANAGER NOTES:

Kind Regards,

Thomas Beckman
CDW-G Sr. AM 312.705.0226 Thomas.Beckman@cdwg.com

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PBHF624	8/12/2024	ARUBA 6200	3925793	\$87,321.92

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
A HPE Foundation Care Next Business Day Exchange Service - extended service a Mfg. Part#: H91K8E Electronic distribution - NO MEDIA Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160)	14	7376487	\$136.00	\$1,904.00
B HPE Aruba X372 - Power Supply - Hot-Plug Redundant - 1050 Watt Mfg. Part#: JL087A#ABA UNSPSC: 39121004 CODING TX DIR Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	28	4360871	\$558.23	\$15,630.44
C HPE Aruba network device fan tray - front-to-back airflow Mfg. Part#: JL669B Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160)	14	6981468	\$241.94	\$3,387.16
D HPE Aruba Central Foundation - subscription license (1 year) - 1 switch (24 Mfg. Part#: Q9Y73AAE Electronic distribution - NO MEDIA Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160)	14	6495271	\$132.10	\$1,849.40
E HPE Aruba 6200M 48G Class4 PoE 4SFP+ Switch Mfg. Part#: R8Q70A Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160)	14	7282913	\$4,155.22	\$58,173.08

QUOTE DETAILS (CONT.)

F

HPE Aruba - SFP+ Transceiver Module - 10 GigE	28	4919570	\$227.78	\$6,377.84
Mfg. Part#: J9150D				
UNSPSC: 43201553				
Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160)				

SUBTOTAL	\$87,321.92
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$87,321.92

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF BURLESON FINANCE DEPT 141 W RENFRO ST BURLESON, TX 76028-4261 Phone: (817) 295-1113 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF BURLESON WES ROUTSON 225 W RENFRO ST BURLESON, TX 76028-4158 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Thomas Beckman | (877) 865-2621 | thomas.beckman@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$87,321.92	\$2,502.65/Month	\$87,321.92	\$2,861.54/Month

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

Why finance?

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

General Terms and Conditions:

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

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Support



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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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