

[Receive Proposals/Award Contract for Bid No. 23/24-01 IT, Technology Equipment and Peripherals](#)[Content](#) [Public Comments](#)**Rationale**

Bid No. 23/24-01 IT Technology Equipment and Peripherals was advertised per Public Code on April 22, 2024 and April 29, 2024. A bid due date of May 29, 2024 was set; eight (8) contractors responded to the call for bids. The bids were evaluated by Information Technology and Purchasing staff to ensure adherence to Irvine Unified School District (District) specifications and responsiveness according to Public Contract Code.

CDW Government LLC (Contractor) has been determined to be the lowest responsive and responsible bidder.

The initial term of the proposed contract is January 1, 2025 through December 31, 2029, a term of five (5) years, in accordance with provisions contained in Education Code Section 17596.

IUSD/Ford/Bennett
Board Agenda
August 27, 2024

Financial Impact

General Fund and Restricted Funding Sources

Amount of Expenditure Undetermined – School sites and programs will make purchases within budget allocation amounts.

Savings are anticipated due to reduced pricing of the bid contract.

Recommended Motion

Authorize the Assistant Superintendent of Business Services to award the contract for Bid No. 23/24-01 IT, Technology Equipment and Peripherals to CDW Government LLC, effective January 1, 2025 through December 31, 2029.

Quick Summary / Abstract

Authorize the Assistant Superintendent of Business Services to award the contract for Bid No. 23/24-01 IT, Technology Equipment and Peripherals to CDW Government LLC, effective January 1, 2025 through December 31, 2029.

AGREEMENT

THIS AGREEMENT, dated the 1st day of January, 2025, in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to as a "District"), and CDW Government LLC, (successful Bidder, hereinafter referred to as "Contractor").

The District and Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to comply with all the terms and conditions set forth in the Bid Documents and Contractor's bid for **Bid No. 23/24-01 IT, Technology Equipment and Peripherals**, including but not limited to the Notice Calling for Bid, Calendar of Events, Information for Bidders, General Conditions, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, Certification of Restrictions on Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, Tobacco Use Policy, Worker's Compensation Certificate, Drug-Free Workplace Certification, Contact with Students, Notice to Contractors Regarding Valid Criminal Records Summary, W-9, Insurance Certificates and Endorsements, Technical Specifications and Requirements, this Agreement, and all modifications, addenda and amendments thereto by this reference incorporated herein (Bid Documents). The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all. Notwithstanding the foregoing, in the event of a conflict between the terms of the Bid Documents and the terms of this Agreement, the terms of this Agreement shall control.

2. Contractor shall timely perform as required to be provided and performed with the terms of this Agreement and the Bid Documents, and shall provide, furnish and pay for all the shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, labor, materials, supplies, tools, equipment, utility, transportation services, and costs of optional services and products services required pursuant to this Agreement. All of said Work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The District's sole and exclusive remedy and Contractor's entire liability with respect to the aforementioned warranty for Work will be, at the sole option of the Contractor, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Work not in substantial compliance with this warranty, or (b) refund amounts paid by the District related to the portion of the Work not in substantial compliance; provided, in each case, the District notifies Contractor in writing within five (5) business days after performance of the applicable Work. SUBJECT TO APPLICABLE LAW, AND EXCEPT AS SET FORTH IN ANY APPLICABLE

STATEMENT OF WORK THAT EXPRESSLY AMENDS CONTRACTOR'S WARRANTY, CONTRACTOR MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NONINFRINGEMENT) ARISING OUT OF OR RELATED TO THE WORK, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES.

3. District shall pay to the Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deduction or deduction as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet for each individual project, purchase order, Statement of Work ("SOW"), or order ("Project") activated under this unit price agreement, unless otherwise agreed in writing, in accordance with sections 35 and 36 of the Information for Bidders included in Irvine Unified School District Bid No. 23/24-01 IT. The cost shall be documented in the purchase order for each order of Equipment. SOWs shall substantially take the form of Exhibit B._

4. The initial term of the Agreement is five (5) years.

5. Time is of the essence.

6. The District shall have discretion to terminate this Agreement at any time and require Contractor to cease all Work under this Agreement by providing Contractor thirty (30) days prior written notice of termination, Contractor shall:

- (i) Cease operations as it applies to the District in the notice;
- (ii) Take any actions necessary, as the District may direct, for the protection and preservation of the Work; and
- (iii) Not terminate any insurance provisions required by the Bid Documents.

In case of such termination for the District's convenience, Contractor shall be entitled to receive payment from the District for technology equipment and peripherals (Work and Equipment as defined in RFP No. 23/24-01 IT) satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District. The District shall have discretion to terminate this agreement for cause if the Contractor fails to cure a material default within the time period specified in a written notice of termination. Any material details must be specifically identified in a written notice of termination. After written notice, the Contractor will have thirty (30) days to remedy its performance, or such other time as reasonably determined by the District. Failure to remedy any material default within the applicable time period will give cause for immediate termination.

7. Unless otherwise agreed upon between the parties in writing, the Work shall be commenced on or before the fifth (5th) day after receiving each District purchase order and shall

be completed within the number of consecutive days (including punchlist items) negotiated between the District and Contractor for each Project activated under this unit price Agreement not to exceed sixty (60) days unless actually agreed upon.

8. The Equipment in this bid and the resulting Agreement shall be delivered only after the issuance of a purchase order(s) against the Agreement by the Irvine Unified School District, and shall be delivered F.O.B. Irvine Unified School District or as directed by the purchase order(s) of said District in the quantities specified on the purchase order(s). Purchase orders will be issued a reasonable time in advance of date of delivery. All Equipment furnished shall be subject to inspection and rejection by Irvine Unified School District for defects or non-compliance with the specifications. The cost of inspection and/or return shipping for Equipment which do not meet the specifications will be borne by the Contractor. Equipment will be processed in accordance with Contractor's standard return policy.

Unless otherwise specified, if any Equipment is not delivered within sixty (60) days following issuance of a purchase order, or if any Contractor delivers any Equipment which does not conform to the specifications, the District may, at its option, annul and set aside such purchase order, whether in whole or in part, and make and enter into a new contract with a new provider in accordance with law for furnishing such Equipment so agreed to be furnished.

9. To the fullest extent permitted by law, the Contractor at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless the District, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, directly arising out of, in connection with, resulting from or related to, or claimed to be directly arising out of, in connection with, resulting from or related to claims brought by a third party for:

(a) Any injury to or death of any person(s), or damage, loss or theft of any tangible personal property caused by any grossly negligent or willful act, default or omission of the Contractor or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with the Work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the gross negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

(b) Any grossly negligent or willful act or omission by the Contractor or any of its officers, agents, employees, subcontractors, suppliers, and/or person performing any of the Work pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to the Work, this Agreement, or the Project, including but not limited to any costs or liabilities arising directly out of or in connection with: failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;

any material misrepresentation, misstatement or omission with respect to any statement made in the Project documents or any document furnished by the Contractor in connection therewith; any breach of duty, obligation or requirement under the Project Documents; any failure to provide notice to any party as required under the Project Documents; any failure to act in such a manner as to protect the District and the Project from loss, cost, expense or liability.

(c) Any third party claim alleging that the product produced or manufactured by Contractor infringes or misappropriates the proprietary or intellectual property rights of such third party, except to the extent that such infringement results from (A) District's misuse of the product, (B) District modifications to the product, or (C) District continuing the allegedly infringing activity after Contractor has provided District with modifications that would have avoided the alleged infringement. If the Solution becomes or, in Contractor's opinion, is reasonably likely to become the subject of any injunction preventing use as contemplated herein for the reasons stated in this Section, Contractor, or its designee, will either, (i) procure for District the right to continue using the Solution, (ii) replace or modify the Solution so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not reasonably available to Contractor, then (iii) terminate this Agreement as to the infringing Solution, require the return of the allegedly infringing Solution and refund to District a portion of the fees paid by District in respect of the Solution depreciated on a straight-line basis over one (1) year from the Effective Date. Contractor agrees to notify District in the event of any claim against Contractor alleging intellectual property infringement regarding Equipment and Services listed in the Bid.

(d) Related to a data breach due to Contractor's gross negligence, or intentional conduct.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the Bid Documents and/or agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Project Documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in its sole reasonable discretion determine whether such assurances are reasonable. Contractor may not settle any claim against District unless the settlement unconditionally releases District of all liability.

10. UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL EITHER PARTY, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY LOSS OF PROFITS, LOSS

OF SALES OR TURNOVER, LOSS OR DAMAGE TO REPUTATION, BUSINESS, REVENUES OR SAVINGS, LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. IN THE EVENT OF ANY LIABILITY INCURRED BY EITHER PARTY OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF EACH PARTY AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE GREATER OF THE UNITED STATES DOLLAR (A) AMOUNT PAID OR PAYABLE BY DISTRICT FOR THE SPECIFIC PURCHASED ITEM(S), (B) AMOUNT PAID OR PAYABLE BY DISTRICT FOR SERVICE(S) PERFORMED GIVING RISE TO THE CLAIM OR (C) \$100,000.00.

NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR AT THE CONTRACTOR'S SOLE COST AND EXPENSE, AGREES TO FULLY HOLD HARMLESS THE DISTRICT, INCLUDING BUT NOT LIMITED TO ANY OF ITS GOVERNING BOARD MEMBERS, OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, COSTS, JUDGMENTS, LIENS, PENALTIES, LIABILITIES, DAMAGES, LOSSES, ANTICIPATED LOSSES OF REVENUES, AND EXPENSES, INCLUDING ANY FEES OF ACCOUNTANTS, ATTORNEYS OR OTHER PROFESSIONALS, DIRECTLY ARISING OUT OF, IN CONNECTION WITH, RESULTING FROM OR RELATED TO, OR CLAIMED TO BE DIRECTLY ARISING OUT OF, IN CONNECTION WITH, RESULTING FROM ANY INJURY TO OR DEATH OF ANY PERSON(S) OR DAMAGE TO TANGIBLE PERSONAL PROPERTY SUSTAINED BY CONTRACTOR OR ITS SUBCONTRACTORS, EITHER DIRECTLY OR BY INDEPENDENT CONTRACT, UPON OR IN CONNECTION WITH THE WORK CALLED FOR IN THIS AGREEMENT CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EXCEPT FOR LIABILITY RESULTING FROM THE SOLE ACTIVE NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE DISTRICT.

11. All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Agreement. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective Equipment have been previously overlooked by the District and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District, subject to the Contractor's return policy and any applicable Equipment warranty(ies). All such items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall, in accordance with its return policy, assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items. Notwithstanding the foregoing, the District understands that the Contractor is not the manufacturer of the Equipment purchased by the District hereunder and the only warranties offered are those of the manufacturer, not Contractor or its affiliates. In purchasing the Equipment, the District is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Equipment that may be provided by the Contractor or its affiliates. CONTRACTOR AND ITS AFFILIATES

HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

12. Provisions applicable to cloud services.

a. The District acknowledges that it is receiving the cloud services directly from the applicable provider ("Cloud Service Provider") pursuant to the Cloud Service Provider's standard terms and conditions, or such other terms as agreed upon by the District and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, the Cloud Service Provider shall be the party responsible for providing (to include Provisioning and Implementation) the cloud services to the District and the District will look solely to the Cloud Service Provider for any loss, claims or damages arising from or related to the provision of such cloud services.

b. The District acknowledges that Contractor is not the provider of the cloud services purchased by the District hereunder and that the only warranties offered are those of the Cloud Service Provider, not Contractor or its affiliates. In purchasing the cloud services, the District relies on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions only and not on any statements, specifications, service descriptions or other specifications representing the cloud services that may be provided by Contractor or its Affiliates. The District expressly waives any claim that it may have against Contractor or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights with respect to the cloud services and also waives any right to indemnification from Contractor or its Affiliates against any such claim made against the District by a third party.

c. Contractor makes no warranties to the District and the District hereby acknowledges that Contractor makes no warranties in regard to the applicability of all laws affecting, without limitation the manufacture, performance, sale, packaging and labelling of the cloud services which are in force within the District's territory or any part of it ("Local Regulations"). The District must satisfy itself that the cloud services comply with the Local Regulations in force from time to time.

d. The District further acknowledges and agrees that Contractor makes no representations, warranties or assurances that the cloud services are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and the District shall indemnify, defend and hold Contractor, its affiliates, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising from any such use of the cloud services. The District further agrees to review and comply with the Cloud Service Provider's disclaimers and restrictions, if any, regarding the use of the cloud Services in high risk environments.

e. The District will pay all undisputed Fees (as defined herein) for the use of the cloud services and the implementation services as set forth in Contractor's invoice,

within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated in writing between the District and Contractor. In addition to the service fee for the cloud services and the implementation services, District will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by the District, and other subscriptions, features, products, services, or add-ons that the District uses within the cloud services as agreed upon in writing. Contractor will invoice the District in advance for the annually, monthly or prepaid charges due for the cloud services purchased. Contractor will invoice the District on a one-time basis, in advance for the implementation services. Contractor will invoice the District in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The service fee for the cloud services and the implementation services and all additional fees due hereunder are collectively referred to as "Fees".

f. Any orders submitted by the District to Contractor for cloud services (and any associated implementation services) will be governed by the terms and conditions of this Section 12. All order(s) must include the name of the applicable cloud service, any associated implementation services, the licensed user quantity and the length of the initial term (e.g., 1, 2, or 3 years). The initial subscription term for any add-on order(s) will commence on the date listed in the applicable quote or Statement of Work.

g. The cloud services purchased under this Agreement are non-cancellable and any refunds for Fees paid to Contractor shall be at the sole discretion of the Cloud Service Provider. The parties acknowledge that there may be events that warrant a refund to the District. In the event that a Cloud Service Provider issues a refund to Contractor for services used by the District, Contractor shall issue a refund for the same amount to the District within fifteen (15) days of receipt of refund request from an authorized District contact and receipt of the refund from Cloud Service Provider to Contractor. Such refund shall be mailed via regular mail to:

Irvine Unified School District
Attn: Asst Supt Information Technology
5050 Barranca Parkway
Irvine, CA 92604

h. In addition to any other rights Contractor may have, Contractor may suspend or terminate the cloud services if the District fails to pay any Fees within the time period for payment. Contractor shall reinstate cloud services after such time payment is brought current.

13. While engaged in carrying out and complying with the terms and conditions of this Contract the Contractor is an independent contractor, and is not an officer, employee or agent of the District.

14. Contractor shall, at Contractor's sole cost and expense, provide for and maintain in full force and effect, from the commencement of providing Equipment and Work until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of Equipment and Work covered under this Agreement. Contractor agrees to provide an endorsement to this policy(s) that will make the policy primary and noncontributory to any insurance carried by the District." In addition, Contractor agrees to include District, its Governing Board, officers, agents and employees as additional insured under said policy. Contractor shall

provide District with copies of the certificate of insurance evidencing all coverages and endorsements required hereunder and provide for written notice of cancellation or reduction in coverage in accordance with policy provisions.

a. Contractor shall, at Contractor sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

i. Commercial General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse, unless waived by District personnel. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000 for each occurrence, unless waived/reduced by the DISTRICT.

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Work.)

iv. Professional Errors and Omissions Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the District.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to in this Agreement shall not in any way limit the liability of the

Contractor.

b. Prior to commencing providing Equipment and Work under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above.

Material hoist where used in amounts as above.

15. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

16. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee.

17. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The Contractor shall preserve and make available for inspection its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties no more than one (1) time each twelve (12) month period, during the term of this Agreement and for a period of one (1) year from the date of expiration of this Agreement, at a time mutually agreed upon between the parties, during regular business hours, to verify the accuracy of the amounts paid hereunder ("Audit"). The Contractor is responsible for any actual discrepancies revealed by Contractor's records during such Audit.

1.

18. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to District, by personal delivery thereof to District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of Work under this Agreement, and sent by registered or certified mail with postage prepaid, or by email with read receipt requested.
- (2) If notice is given to Contractor, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of Work under this Agreement, and sent by registered or certified mail with postage prepaid, or by email with read receipt requested.

Notice to Contractor shall be sent to:	Notices to District shall be sent to:
CDW Government LLC	Irvine Unified School District
Attn: General Counsel	Attn: Brianne Ford & Michelle Bennett
230 N. Milwaukee Avenue	5050 Barranca Parkway
Vernon Hills, IL 60061	Irvine, CA 92604 with a copy to:
CDW	
Attn: VP, Contracting Operations	
2 Corporate Drive, Suite 800	
Shelton, CT 06484	

19. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the Immigration Reform and Control Act.

20. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, pandemic, epidemic, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

21. This Agreement and all documents referenced herein constitute the entire agreement of the parties. No other agreements, oral or written, pertaining to the Work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District.

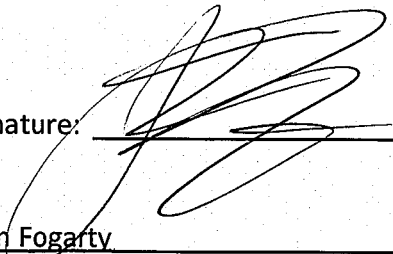
22. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

23. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

IRVINE UNIFIED SCHOOL DISTRICT

CDW Government LLC

Signature: 

Signature: 

John Fogarty
Print Name

Dario Bertocchi
Print Name

Asst Supt Business Services
Title

VP, Contracting Operations
Title

September 5, 2024
Date

9-4-2024
Date

USD Board Approved 8/27/2024

IUSD Board Approval Date

Contractor's License No. (if applicable)

Tax ID No.

(Corporate Seal of Contractor, if corporation)

Exhibit A

Bid Form Pricing Sheet

**Bid No. 23/24-01 IT TECHNOLOGY EQUIPMENT AND PERIPHERALS
BID FORM PRICING SHEET**

Name of Bidder: CDW Government LLC
Website of Online Catalog: www.cdw.com

* If no website is provided, provide a comprehensive price list for products and brands included in the bid response.

Submit a PDF and excel Bid Form Pricing Sheet with Bid Documents

Bid prices are to include all costs associated with the proposed Solution including, but not limited to, shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, miscellaneous costs, and costs of optional services and products. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Costs not identified by Bidder shall be borne by Bidder and will not alter the requirements identified in this solicitation.

Whenever any Equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal", and Bidder may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified, subject to District approval.

Should the Bidder wish to request prior to bid opening, any substitution for the materials, process, Work or Equipment specified in the Short List, the Bidder shall submit a written request to the District within the timeframe stated for Requests for Information (RFI's), in accordance with Information for Bidders Sections 9 and 19. Bidders submitting RFIs requesting substitutions of "or equal" products should include the line number, description, and manufacturer and model no. listed on the original Bid Documents, and the manufacturer and model no. of the proposed "or equal" product. Descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District.

For proposed Catalog Discount Work and Equipment, Bidders should list all manufacturers available in the column denoted "Brands/Manufacturers". Bidders are not required to offer Equipment from all manufacturers listed in the description. Bidders may propose additional "or equal" manufacturers. Suitability and valuation of "equals" rest in the sole discretion of the District.

Bidders must complete all items, or the bid submitted may be declared non-responsive. Note: This is NOT AN ORDER. If a Bidder will not bid on an item, it should write "No Bid" under the unit price.

Bidders may add additional rows for tiered pricing. Specify the different tier quantities in the "Minimum Purchase Amount" column.

EXAM

Line #	Description	Manufacturer & Model No.	Minimum Purchase Amount	Unit Cost	Discount %	Extended Price Per Unit *includes shipping
1.a.	Example Company Chromebook 11"	Example Company, model no. 1234	1-499	\$250	5%	\$237.50
1.b.	Example Company Chromebook 11"	Example Company, model no. 1234	500-1,999	\$250	7%	\$232.50
1.c.	Example Company Chromebook 11"	Example Company, model no. 1234	2,000 - 4,999	\$250	10%	\$225.00
1.d.	Example Company Chromebook 11"	Example Company, model no. 1234	5,000+	\$250	13%	\$217.50

Short List Bid Items

Line #	Description	Manufacturer & Model No.	Minimum Purchase Amount	Unit Cost	Discount %	Extended Price Per Unit *includes shipping
1	HP Chromebook 11 G9 EE - N4500 32/4	HP Chromebook 11 G9 EE - 3V2Y2UT#ABA	1	\$230.00	0%	\$230.00
1.a.	Lenovo 100e G3	Lenovo Part number: 82UY0000US	1	\$223.00	0%	\$223.00
1.b.	Lenovo 100e G4	Lenovo Part number: 83G80002US	1	\$245.00	0%	\$245.00
1.c.	ASUS CR1100CKAYZ142	ASUS CR1100CKAYZ142	1	\$281.52	0%	\$281.52
1.d.	Acer C734-COFD	Acer C734-COFD; NX.AYVAA.001; 195133135887	1	\$250.00	0%	\$250.00
2	HP Foris x360 G3 J 11" 2-in-1 - N4500 32/4	HP Foris x360 G3 J - 7L300UT#ABA	1	\$345.00	0%	\$345.00
2.a.	Lenovo 500e G3	Lenovo Part number: 82IB003XUS	1	\$313.00	0%	\$313.00
2.b.	ASUS CR1100FKAYZ142T	ASUS CR1100FKAYZ142T	1	\$338.00	0%	\$338.00
2.c.	Acer R753T-C8H2	Acer R753T-C8H2; NX.ABZAA.005; 195133135863	1	\$330.00	0%	\$330.00
3	Google Chrome Mgmt License	Google Chrome Educalon Upgrade - CROS-SW-DIS-EDU-NEW	1	\$29.75	0%	\$29.75
4	AverCharge C36i+	AVER C36i+ - CHRGC36i+	1	\$1,175.00	0%	\$1,175.00
5	Poly Studio X52 All-In-One Video Bar with TC10 Controller Kit	Poly Studio X52 Video Kit - 8D8L1AA#ABA	2	\$3,292.81	0%	\$3,292.81
6	Aver M11-8M	Aver VISIM118M	1	\$190.00	0%	\$190.00
7	HP LaserJet Pro 4001dn	HP - Z2600#BGJ	1	\$330.28	0%	\$330.28
8	HP LaserJet Pro M501dn	HP - J8H61A#BGJ	1	\$606.28	0%	\$606.28
9	HP Color LaserJet Enterprise M554dn	HP - 7ZU81A#BGJ	1	\$728.69	0%	\$728.69
10	Aruba 8360-32Y4 v2 FB 3F 2AC Bdl Core Switch	JL700C	1	\$19,845.85	0%	\$19,845.85
10.a.	Extreme Network 7520-48YE-8CE-AC-F	Extreme Network 7520-48YE-8CE-AC-F	1	\$18,717.60	0%	\$18,717.60
11	Aruba 6300M 48G 4SFP56 Switch	JL663A	1	\$6,232.27	0%	\$6,232.27
12	Aruba 6300M 48SR5 CL6 PoE 4SFP56 Switch	JL659A	1	\$10,058.87	0%	\$10,058.87
13	Aruba X371 12VDC 250W 100-240VAC PS	JL085A	1	\$365.17	0%	\$365.17
13.a.	Extreme Network XN-ACPWR-350W-FB "For 5520 48T	Extreme Network XN-ACPWR-350W-FB "For 5520-48T	1	\$477.60	0%	\$477.60
14	Aruba X372 54VDC 1050W 110-240VAC PS	JL087A	1	\$783.87	0%	\$783.87
14.a.	Extreme Network XN-ACPWR-1100W-FB "For 5720-48MW"	Extreme Network XN-ACPWR-1100W-FB "For 5720-48MW"	1	\$813.60	0%	\$813.60
15	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	ROM48A	1	\$216.77	0%	\$216.77
15.a.	Extreme Network 100G-DACP-QSFP25M	Extreme Network 100G-DACP-QSFP25M	1	\$201.12	0%	\$201.12
16	Aruba 10G SFP+ LC SR 300M MMF XCVR	J9150D	1	\$700.66	0%	\$700.66
16.a.	Extreme Network 1030L	Extreme Network 1030L	1	\$788.16	0%	\$788.16
17	Aruba AP-535 (US) Unified AP	JZ337A	1	\$1,074.84	0%	\$1,074.84
17.a.	Extreme Network AP510C-WVV	Extreme Network AP510C-WVV	1	\$874.56	0%	\$874.56
18	Aruba AP-575 (US) Outdoor 11ax AP	R4H18A	1	\$1,505.73	0%	\$1,505.73
18.a.	Extreme Network AP460C-FCC	Extreme Network AP460C-FCC	1	\$710.88	0%	\$710.88
19	APC UPS 6000VA (Input 208V L14-30P) UPS	SURTD6000RMLP3U	1	\$6,257.91	0%	\$6,257.91
20	APC SMART UPS SRT 3000VA RM 120V UPS	SRT3000RMLXA	1	\$3,223.90	0%	\$3,223.90
21	Epson PowerLite L260F - 3LCD projector	V11HA89020	1	\$1,050.00	0%	\$1,050.00
22	Epson PowerLite 760W - 3LCD projector - ultra short throw	V11HA81020	1	\$1,185.00	0%	\$1,185.00
23	Samsung 65 in 4K Digital Signage Display	Samsung QB65C	1	\$886.00	0%	\$886.00
24	Lightspeed Topcat Classroom Audio	TCN-FS-M	1	\$1,779.00	0%	\$1,779.00
25	ATIAsled p0e+ INDOOR Wall Mount IP Speaker w/LCD display Talkback	IP-SDM	1	\$795.00	0%	\$795.00

Catalog Discount:

Bidders may respond to line items with one catalog discount percentage for all brands/manufacturers or insert additional line items to differentiate discount level offered by brands/manufacturers or product lines. Catalog

EXAMPLE

Line #	Description	Can Comply?		Brand/Manufacturer	Catalog Discount	Clarifications and/or Restrictions
		YES	NO			
1	Chromebooks, Brands may include, but are not limited to: Brand A, Brand B & Brand C.	X		Brand A, Brand C, Brand D	_20_% Catalog Discount	

General Hardware Catalog Type Items					
Description	Can Comply?		Brand/Manufacturer	Catalog Discount	Clarifications and/or Restrictions
	YES	NO			
26	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
27	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
28	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
29	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
30	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
31	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
Network, Data Center, and Security Catalog Type Items					
Description	Can Comply?		Brand/Manufacturer	Catalog Discount	Clarifications and/or Restrictions
	YES	NO			
32	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
33	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
34	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
35	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
36	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
37	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
38	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
39	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
40	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
General Software Catalog Type Items					
Description	Can Comply?		Brand/Manufacturer	Catalog Discount	Clarifications and/or Restrictions
	YES	NO			
41	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.

42	Microsoft Licensing - Server	X			All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
43	Google Workspace for Education	X			All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
44	Software programs and related services, including products that are licensed for installation on user devices and products offered in a software-as-a-service model.	X			All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
Audio Visual Catalog Type Items							
	<u>Description</u>	<u>Can Comply?</u>	<u>YES</u>	<u>NO</u>	<u>Brand/Manufacturer</u>	<u>*Catalog Discount</u>	<u>Clarifications and/or Restrictions</u>
45	Projectors, lamps, mounts, and accessories. Brands may include, but are not limited to: Acer, BenQ, Epson, Optoma, Viewsonic.	X			All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
46	Interactive displays, mounts, carts, and accessories. Brands may include, but are not limited to: Aver, Promethean, Samsung, Smart Technologies, Viewsonic.	X			All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
47	Large format displays, mounts, carts and accessories. Brands may include, but are not limited to: LG, NEC, Panasonic, Samsung, Sharp, Breford, Conen, Peerless, Tripp Lite.	X			All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
48	Document cameras and accessories. Brands may include, but are not limited to: Aver, Elmo, Epson, Hovercam, IPEVO.	X			All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
49	Video conferencing equipment, accessories, and software. Brands may include Poly, Logitech, Neat, Zoom	X			All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
50	Integrated audio visual systems. Brands may include, but are not limited to: Extron, Crestron, Lightspeed, and FrontRow.	X			All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
51	Audio visual equipment including, but not limited to: microphones, speakers, sound boards, presenter equipment and accessories, and theater management tools from any manufacturer available to Bidder.	X			All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
Services							
	<u>Description</u>	<u>Can Comply?</u>	<u>YES</u>	<u>NO</u>	<u>Brand/Manufacturer</u>	<u>*Catalog Discount</u>	<u>Clarifications and/or Restrictions</u>
52	Configural Services, including but not limited to: asset tagging, device enrollment, etching, memory or other component installations, imaging, software installation, or any other Configural Lab type services.	X			All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
53	Engineering Services, including but not limited to: assessment, design, configural, implementation, or diagnostic troubleshooting of wired or wireless networking, physical or virtual servers, Storage Area Network (SAN), backup or disaster-recovery solutions. Engineers preferred to be experienced with: Cisco, Dell EMC, HP, NetApp, VMWare, Microsoft, and must be manufacturer certified.	X			All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.
54	Audio Visual Installation Services, including but not limited to: projector/display mouning, low voltage cabling, speaker installation.	X			All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW+G Categories. Please refer to Exhibit A for discount percentages.

*For Services provided directly by Bidders and not through a manufacturer MSRP should be interpreted as "Provider's standard rate". If the services are not listed in a link to MSRP pricing, Bidders may attach a listing of standard rates in lieu of providing a link and record the discount off those rates in the Catalog discount section.

* Pricing and discounts reflected are a minimum discount, and additional discounts may be agreed upon by Bidder and District, depending on brands/manufacturers offered, volume purchases, and other promotions.

Company Name: CDW Government LLC

Vendor Name: Dario Bertocchi

Vendor Signature:  Date: 6/12/2024

ALL OTHER PROVISIONS of the Bid Documents shall remain unchanged. This Addendum is hereby made a part of the Bid Documents to the same extent as those provisions contained in the original documents and all Itemized listings thereof.

NOTE: The failure or omission of any Bidder to receive or examine any Bid documents, forms, instruments, addendums, specifications, or other documents, shall by no means relieve any Bidder from any obligation with respect to its Bid response or to the contract.

Irvine Unified School District

Category	Discount % from CDW•G Advertised*
Accessories (A)	6.75%
Power, Cooling & Racks (B)	3.25%
Desktop Computers (C)	2.00%
Data Storage/Drives (D)	5.25%
Enterprise Storage (E)	5.25%
Point of Sale/Data Capture (F)	4.00%
Servers & Server Management (H)	4.00%
Services (CDW Delivered) (J)	0.00%
Notebook/Mobile Devices (L)	3.25%
Chromebooks (CBK)	0.75%
NetComm Products (N)	7.25%
Carts and Furniture (O)	5.25%
Printing & Document Scanning (P)	1.50%
Services (Partner Delivered) (Q)	3.25%
Software (S)	4.25%
Collaboration Hardware (T)	5.00%
Video & Audio (V)	3.50%
Cables (W)	13.25%
All Other Categories	0.00%

CDW•G Advertised Price

For all RFP Categories, CDW•G is pleased to offer a discount % off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price ("CDW•G Advertised Price").

Cloud Offerings

As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing will be discount 0% off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Irvine to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, & Microsoft Azure.

Irvine rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Irvine shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Irvine, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings.

Business Area	Role	Rate	Business Area	Role	Rate
Security					
Cloud	Consultant	\$250	Project Management	Associate Project Manager	\$165
	Manager	\$275		Project Manager	\$215
	Sr. Consultant	\$300		Sr. Project Manager	\$230
	Sr. Manager	\$300		Program Manager	\$245
	Director	\$375	Services Engagement	Associate Services Principal	\$260
CyberDefense, Data Privacy, Threat Intelligence Operations	Associate Consultant	\$180	Services Principal	\$280	
	Consultant	\$230	Digital Infrastructure		
	Sr. Consultant	\$250	Workspace, Collaboration & Contact Services	Associate Consulting Engineer	\$140
	Manager	\$260		Sr. Associate Consulting Engineer	\$165
	Sr. Manager	\$275		Consulting Engineer	\$215
	Principal Consultant	\$280		Workspace Architect	\$245
	Technical Lead	\$280		Sr. Consulting Engineer	\$255
	Director	\$325		Principal Consultant	\$275
Managing Director	\$400	Enterprise Architect		\$295	
Incident Response	Incident Response Engineer	\$425	Hybrid Infrastructure	Associate Consulting Engineer	\$140
Infrastructure, Physical	Associate Consultant	\$180		Sr. Associate Consulting Engineer	\$165
	Consultant	\$230		Consulting Engineer	\$215
	Sr. Consultant	\$255		System Z Engineer	\$220
	Enterprise Architect	\$280		Sr. Consulting Engineer	\$255
	Principal Consultant	\$280		Principal Consultant	\$275
	Technical Lead	\$280	Enterprise Architect	\$295	
Security Operations, Advisory & Programs, Identity Access Management	Associate Consultant	\$165	Digital Velocity		
	Sr. Associate Consultant	\$185	Cloud & Cloud Native, Intelligent Platforms, Data, Software Engineering	QA Level 1	\$120
	Consultant	\$230		QA Level 2	\$155
	Sr. Consultant	\$250		QA Level 3	\$180
	Managing Consultant	\$260		Associate Engineer	\$200
	Manager	\$260		QA Level 4	\$205
	Architect	\$270		Engineer	\$225
	Sr. Manager	\$275		Sr. Engineer	\$250
	Principal Consultant	\$280		Consultant 1	\$270
	Director	\$325		Architect	\$300
Managing Director	\$400	Consultant 2		\$305	
Risk Consulting	Associate Consultant	\$120	F-CTO / Principal	\$350	
	Sr. Associate Consultant	\$135	ServiceNow	Associate Project Manager	\$165
	Consultant - Finance	\$145		Business Analyst	\$200
	Sr. Consultant - Finance	\$150		Developer	\$220
	Consultant - IT	\$155		Quality Assurance Expert	\$225
	Sr. Consultant - IT	\$160		Trainer	\$265
	Manager	\$170		Integration Expert	\$290
	Sr. Manager	\$180		Solution Architect	\$290
	Director	\$185		Program Manager	\$300
	Managing Director	\$200		Business Process Consultant	\$310
				Principal Consultant	\$310
			Org. Change Management Consultant	\$350	
			Technical Architect	\$350	

CDW-G's hourly rates for roles listed in the table above are for reference purposes only. Irvine's services engagement rates will be based on Irvine's engagement scope and outlined in a signed Statement of Work. The parties acknowledge that the above reference rates are subject to change based on market conditions and further scoping of Irvine's services engagements. CDW-G reserves the right to propose changes to the above rates and will present them to Irvine for review and approval through a mutually agreed-upon amendment.

The above rates are for domestic projects and do not reflect or contemplate services provided by a third party, specialty roles, or rates for hours worked outside of standard business hours, which may be subject to a premium. In addition, the above rates do not include project-related travel and expense costs.

Please note that this is not an exhaustive list of services provided by CDW-G. CDW-G offers various technical solutions, managed services, staff augmentations, and quotes on an as-needed basis and available upon request in cooperation with Irvine.

Exhibit B
Statement of Work Template

SAMPLE STATEMENT OF WORK

Project Name:	[Project Name]	Seller Representative: [Seller Name] [Seller Phone] [Seller e-mail]
Customer Name:	[Customer Name]	
Provider Name:	[Partner Name]	
CDW Affiliate:	CDW Government, LLC	Solution Architect: [Solution Architect Name], [Solution Architect Name 2]
Date:	[SOW Created Date]	
Drafted By:	[Services Contract Specialist Name]	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, [CDW Affiliate] (“**Provider,**” and “**Seller,**”) and [Customer Name] (“**Customer,**” and “**Client,**”).

GOVERNING AGREEMENT

This SOW shall be governed by that certain Agreement between CDW Government, LLC and Irvine Unified School District, dated January 1, 2025 (the “**Agreement**”) resulting from Bid No. 23/24-01 IT Technology Equipment and Peripherals. If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT SCOPE

SERVICE DESCRIPTION

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller’s performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer’s facility’s safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller’s gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice. In the event the SOW is terminated Customer shall compensate Seller for Services satisfactorily rendered to the date of termination. If the event of pre-payment, Seller shall reimburse Customer for the pro-rated amount for Services not yet provided.

CONTACT PERSONS

Each Party will appoint a person to act as that Party’s point of contact (“**Contact Person**”) as the time for performance nears and will communicate that person’s name and information to the other Party’s Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve in writing any changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

CUSTOMER DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT SPECIFIC TERMS

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

[CDW Affiliate Name]

[Customer Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Mailing Address:

Mailing Address:

[Affiliate Address line 1]

Street: _____

[Affiliate Address line 2]

City/ST/ZIP: _____

EXHIBIT __

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“Customer-Designated Locations”).

Location(s)

Exhibit C
CDW Product Return Policy

CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing returns@cdw.com.

1. Return Restrictions.

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.
- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).
- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations. In the event that return policies are more restrictive than in bullet points 1 – 3 CDW shall provide information regarding returns at the time of sale.
- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by

CDW Customer Relations. In the event that return policies are more restrictive than in bullet points 1 – 3 CDW shall provide information regarding returns at the time of sale.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

2. **Customer Shipment of Returned Merchandise.**

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.
- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.
- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items except for items returned for warranty repairs or to obtain replacements; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method. As between the parties, CDW is responsible for the cost of

shipping returned items only for warranty repairs or to obtain replacements.

3. Merchandise Damaged in Transit.

- Refusal/Receipt of Damaged Products. If a package containing items purchased from Seller arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify Seller either by calling CDW Customer Relations or by contacting the Seller account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Seller within fifteen (15) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

4. Credits

Any credit issued by Seller to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

Michelle Bennett

From: [REDACTED]
Sent: Friday, August 2, 2024 3:13 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: [EXTERNAL] RE: Bid No. 23/24-01 IT Technology Equipment & Peripherals
Attachments: Return_Policy IUSD redlines 8.1.24 (final).docx; Sample SOW IUSD redlines (final).docx
Follow Up Flag: Follow up
Flag Status: Flagged

Hello [REDACTED],

The redlines to the SOW & Return Policy are acceptable. I am attaching clean copies with your redlines incorporated.

With respect to your question below, the 5 days is to start the RMA process and then once the RMA is approved/accepted, there will be an additional 2 weeks to get the product back.

Please let me know if you have any additional questions.

Have a great weekend!

[REDACTED]



From: [REDACTED]
Sent: Thursday, August 1, 2024 3:42 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: [EXTERNAL] RE: Bid No. 23/24-01 IT Technology Equipment & Peripherals

EXTERNAL EMAIL

Thanks [REDACTED]

I like the idea of including the Return Policy as an attachment as well. I believe the Agreement redlines are acceptable. We reviewed the SOW template and Return Policy and have some redline requests (attached).

We also wanted to get clarification regarding the Return Merchandise Authorization (RMA) Number in section 2 of the Product Return Policy. The policy references 5 days to return a product as well as CDW's refusal of product returns that occur after 5 days. Can you clarify if products need to be shipped within 5 business days, but not received within 5 days? Also, if a new RMA can be obtained would the timeline start over? Thank you for providing clarity on this point.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED CDW Government LLC 230 North Milwaukee Ave Vernon Hills IL 60061 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lloyd's Syndicate No. 2623		AA1128623
	INSURER B: The Phoenix Insurance Company		25623
	INSURER C: The Charter Oak Fire Insurance Company		25615
	INSURER D: Travelers Property Cas Co of America		25674
	INSURER E: The Travelers Indemnity Co of CT		25682
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570106750132 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			H6605D53096APHX23 see addendum	10/01/2023	10/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-6N190234-23-I3-G	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			CUP6J53867923I3 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Retained Limit \$10,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB8P79604A2351K AOS UB8P8306872351R AZ, MA, WI	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	E&O - Miscellaneous Professional-Primary			W19A8C230901 Claims Made-cyber/network SIR applies per policy terms & conditions	10/01/2023	10/01/2024	Each Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Irvine Unified School District, its Board of Trustees, officers, agents, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability, E&O Liability and Workers' Compensation policies. Sexual Abuse/Molestation is not excluded from coverage under the General Liability and Umbrella Liability policies.

CERTIFICATE HOLDER Irvine Unified School District Attn: Risk Management 5050 Barranca Parkway Irvine CA 92604 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
--	---

Holder Identifier :

Certificate No : 570106750132





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED CDW Government LLC	
POLICY NUMBER See Certificate Number: 570106750132			
CARRIER See Certificate Number: 570106750132	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Commercial General Liability

Commercial General Liability

Policy# 6605D53096A

State and Insurer(s) Affording Coverage

California	Travelers Property Casualty Company of America	NAIC# 25674
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All other	The Phoenix Insurance Company	NAIC# 25623
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: 30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION TO WHOM
CONTINUED ON IL T8 05

ADDRESS:
CONTINUED ON IL T8 05

IL
VERNON HILLS
60061

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US
(IL T4 00 05 19)

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CANCELLATION:	NUMBER OF DAYS NOTICE OF CANCELLATION:	30
NONRENEWAL:	NUMBER OF DAYS NOTICE OF NONRENEWAL:	30

PERSON OR ORGANIZATION:

"ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE."

ADDRESS:

"THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

POLICY NUMBER: UB-8P79604A-23-51-K

**NOTICE OF CANCELLATION
 TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:	30

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT. "

ADDRESS: "THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US."

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured	Policy No.	Endorsement No. Premium \$
-------------------------------	------------	-------------------------------

Insurance Company _____ Countersigned by _____



**Irvine Unified School District
Risk Management & Insurance**

**CONTRACTOR'S REQUEST FOR WAIVER/REDUCTION OF
INSURANCE REQUIREMENTS**

Contractor requests waiver or reduction of the following insurance requirements for the Agreement, Contract, or Memorandum of Understanding dated 6/26/24 with the Irvine Unified School District ("District"), for the reasons stated:

1. General Liability Insurance. Contractor certifies the products and/or services provided under the current Agreement, Contract, or Memorandum of Understanding would not create a foreseeable liability exposure for the District due to the following reason(s):

2. Excess Liability Insurance. Contractor certifies the products and/or services provided under the current Agreement, Contract, or Memorandum of Understanding would not create a foreseeable liability exposure for the District due to the following reason(s):

3. X Abuse and Molestation Insurance (if not included in GL/Excess liability insurance). Contractor certifies they will not have one-on-one contact with students or be left alone on District premises during normal school hours in the performance of the Agreement, Contract, or Memorandum of Understanding.

4. Automobile Liability Insurance. Contractor certifies it will not be using a motor vehicle in the performance of the Agreement, Contract, or Memorandum of Understanding. If a vehicle is used, Contractor certifies it will only be used for personal transportation to and from meetings or service calls on District sites; that it will not be transporting District students or employees; that it will not be driven off paved parking areas on sites; and that Contractor maintains the mandatory minimum California liability coverage on the vehicle.

5. Workers Compensation/Employer's Liability. Contractor certifies it has no employees.

6. Professional Liability Insurance. Contractor certifies it will not be providing professional services, including accounting, auditing, architectural, engineering, legal, surveying, financial, or construction management.

7. Other Insurance. (Explain for waiver or reduction of required level of coverage in detail.)

Whether or not a waiver is granted, Contractor understands and agrees to defend, indemnify, and hold harmless the Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers from and against any and all liability, claims, debts, damages, demands, suits, actions, or causes of action of whatsoever kind or nature arising out of or in any manner connected with the performance by Contractor of any of the services hereunder.

Signature of District Requestor:	
Print Name of District Requestor:	MICHELE BENNETT/Scott Bennett Date: 6-27-24
Signature of Contractor:	
Print Name of Contractor:	Dario Bertocchi, VP Contract Operations Date: 6/26/24
Company Name:	CDW Government LLC
Type/Location of Service:	technology equipment & peripherals
Date(s) of Service:	1.1.25 - 12.31.29



Irvine Unified School District

CONTRACTOR'S REQUEST FOR WAIVER/REDUCTION OF INSURANCE REQUIREMENTS

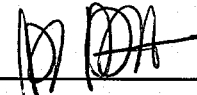
Contractor's Name: CDW Government LLC
Type of Service: technology equipment & peripherals

FOR DISTRICT USE ONLY

Waiver Request

1. Abuse and Molestation N/A Approved Denied

District Representative Name (Print): Michelle Bennett

District Representative Signature:  Date: 6-27-24

Comments:

Abuse and Molestation waiver can be approved by contracts staff if no onsite personnel per Stephen Bayne 8/3/23.

Whether or not a waiver is granted, the Contractor understands that any insurance requirements that may be waived by the Irvine Unified School District (District) does not limit the individual or company's responsibility and/or insurance provider's responsibility (if applicable in the insurance policy to extend coverage) to defend, indemnify, and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from and against any and all liability, claims, debts, damages, demands, suits, actions, or causes of action of whatsoever kind or nature arising out of or in any manner connected with the performance by Contractor of any of the services hereunder.