

**18. a. Amend Contract/Award for Bid No. 19/20-01 IT, Technology Equipment and Peripherals**

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**Rationale**

On December 17, 2019, the Board of Education (Board) awarded Bid No. 19/20-01 IT Technology Equipment and Peripherals to CDW Government, LLC (CDWG). Bid No. 19/20-01 IT Technology Equipment and Peripherals was a unit-cost bid that included equipment and services the Irvine Unified School District (District) anticipated were necessary to meet the District's technology needs.

The initial term of the contract was January 1, 2020 through December 31, 2021 with the option to extend for three (3) additional one (1) year terms, for a maximum term of five (5) years, in accordance with provisions contained in Education Code section 17596. The first extension for the period of January 1, 2022 through December 31, 2022 was Board approved September 14, 2021.

The District desires to purchase hosted software with updated terms of service.

IUSD/Fogarty/Ford/Bennett  
Board Agenda  
August 16, 2022

**Financial Impact**

None. Project will remain within approved budgets.

**Recommended Motion**

Authorize the Assistant Superintendent of Business Services to amend the contract for Technology Equipment and Peripherals, resulting from Bid No. 19/20-01 IT, to include updated terms of service for applicable products.

**Quick Summary / Abstract**

Authorize the Assistant Superintendent of Business Services to amend the contract for Technology Equipment and Peripherals, resulting from Bid No. 19/20-01 IT, to include updated terms of service for applicable products.

## **AMENDMENT 6 TO AGREEMENT**

This AMENDMENT 6 TO AGREEMENT (“Amendment 6”) by and between CDW Government LLC (“CDWG”, “Contractor”) and Irvine Unified School District on behalf of itself and its affiliated schools (“Customer” or “District”), is entered into on August 1, 2022 (the “Effective Date”), with reference to the facts set forth below. Contractor and District agree to amend the terms and conditions of the Agreement, as amended (“Agreement”), upon and subject to the terms and conditions of this Amendment 6, notwithstanding anything to the contrary in the Agreement. Initial capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

Whereas, Contractor and District entered into the Agreement on January 1, 2020 with a term date ending December 31, 2021; and

Whereas, Contractor and District entered into an Amendment to the Agreement on January 1, 2021; and

Whereas, Contractor and District entered into an Amendment 2 to the Agreement on March 1, 2021; and

Whereas, Contractor and District entered into an Amendment 3 to the Agreement on June 9, 2021; and

Whereas, Contractor and District entered into an Amendment 4 to the Agreement on January 1, 2022 extending the term end date through December 31, 2022; and

Whereas, Contractor and District entered into an Amendment 5 to the Agreement on January 1, 2022; and

Whereas, Contractor and District have mutually agreed to amend the Agreement as set forth in this Amendment 6.

NOW THEREFORE, in consideration of the mutual covenants, promises, representations, warranties, and conditions set forth herein, Contractor and District hereby agree as follows:

1. District acknowledges that is receiving the Cloud Services directly from the applicable provider (Cloud Services Provider).
2. Contractor acknowledges that there may be events that warrant a refund to District.
3. In the event that Cloud Services Provider issues a refund to Contractor for Services used by District, Contractor shall issue a refund for the same amount to 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:

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

4. Except as otherwise expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect. To the extent there is a conflict between this Amendment 6 and the Agreement, this Amendment 6 shall control.

5. This Amendment 6 may be executed in multiple counterparts, each of which shall be deemed an original and, together shall constitute one document.

IN WITNESS WHEREOF, Contractor and DISTRICT have executed this Amendment 6 to Agreement as of the Effective Date.

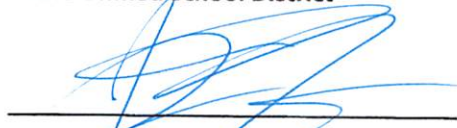
CDW Government LLC



By: DARIO BERTOCCI  
Title: DIRECTOR, PROGRAM SALES  
Date: 7/15/22

*\*Digital Signature Not Accepted*

Irvine Unified School District



By: John Fogarty  
Title: Asst Supt Business Services  
Date: August 17, 2022

DISTRICT Board Approved: 8/16/2022