



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, OCTOBER 8, 2025 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

CITY COUNCIL

Salvador Melendez, Mayor
Georgina Tamayo, Mayor Pro Tem
Scarlet Peralta, Councilmember
Ric Alonzo, Councilmember
Danielle Romero, Councilmember

CITY MANAGER

Raul Alvarez

CITY TREASURER

David Matanga

CITY ATTORNEY

Arnold M. Alvarez-Glasman

CITY CLERK

Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager
Fire Chief
Police Chief
Director of City Clerk Services
Director of Finance
Director of Human Resources
Director of Planning/Community Development
Director of Public Works
Director of Recreation and Community Services
Director of Transportation

Angelica Palmeros
Fernando Pelaez
Luis Lopez
Kimberly Guillen
Michael Solorza
Ramon Figueroa
Joseph Palombi
Cesar Roldan
David Sosnowski
John Soria

NOTICES

This City Council Meeting ("Council") will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California.** The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: <https://www.montebelloca.gov>, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact the Administration Office at (323) 887-1437 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 72 hours before this meeting. **Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 72 horas antes de esta reunión.** 如果您需要翻译服务, 请在会议前 72 小时联系市书记员办公室.

RULES OF DECORUM:

Pursuant to Section 54957.95 of the Government Code, the presiding member of the legislative body conducting a meeting, or their designee, is authorized to remove, or cause the removal of, an individual for disrupting the meeting. Any such removal will be preceded by a warning to the disruptive individual by the presiding member of the legislative body or their designee that the individual's behavior is disrupting the meeting and that the individual's failure to promptly cease their disruptive behavior may result in their removal.

PUBLIC COMMENTS:

In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the City Council meetings, you may address the City Council ***in person only the day of the meeting.*** Speakers will be required to fill out a speaker card provided at the door and submit it to City Clerk staff prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. ***Closed Session begins at 6:00 p.m. and Regular Session begins immediately thereafter; if there is no Closed Session, Regular Session will begin at 6:00 p.m.***

AGENDA MATERIALS: The agenda and/or agenda packet are available for public inspection at City's website at: [Agendas, Minutes, and Videos](#),

IN CONSIDERATION OF OTHERS, PLEASE TURN OFF, OR MUTE, ALL CELL PHONES AND PAGERS
THANK YOU FOR YOUR COOPERATION

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

CLOSED SESSION

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

1. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Government Code Section 54957
Title: City Manager
2. **CALIFORNIA STATE AUDIT UPDATE**
Government Code Section 54956.75
3. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency Negotiator: City Manager
Employee Organization: Montebello Executive Management Association
4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
NASA Services, Inc. et al. v. City of Montebello et al. Case No: 21STCP01969
5. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Government Code Section 54956.8
Property: 1111-1153 Washington Boulevard, Montebello, California
Agency negotiators: Raul Alvarez, Joseph Palombi, John Soria
Negotiating party: Magna & Magna Inc.
Under negotiation: Price and Terms of Potential Acquisition

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER**CEREMONIAL ITEMS/PRESENTATIONS**

6. CITIZEN OF THE MONTH - SHARI SHIOI
7. PROCLAMATION FOR BREAST CANCER AWARENESS MONTH
8. PROCLAMATION FOR METASTATIC BREAST CANCER AWARENESS DAY - OCTOBER 13TH
9. PROCLAMATION FOR BULLYING PREVENTION MONTH
10. PROCLAMATION FOR DOMESTIC VIOLENCE AWARENESS MONTH
11. PROCLAMATION FOR DOWN SYNDROME AWARENESS MONTH

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**REGULAR BUSINESS**

12. **AWARD AGREEMENT NO. 4411 TO ELECNOR BELCO ELECTRIC, INC. FOR INSTALLATION OF A TRAFFIC SIGNAL AT WHITTIER BOULEVARD AND 6TH STREET (CP 926)**

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4411 to Elecnor Belco Electric, Inc. for installation of a Traffic Signal at Whittier Boulevard and 6th Street (CP 926) as the lowest, most responsive and responsible bidder for the amount of \$598,965; and
2. Approve a 10% construction contingency of \$59,896; and
3. Amend the adopted Fiscal Year 2025-26 budget by increasing appropriations by \$358,861 in Account No. 222-30-310-6040.10 (Measure M, Public Works, Streets, Contract Services -- Outside Contracts); and
4. Authorize the City Manager to execute Agreement No. 4411 (Attachment A) and all applicable change orders in good faith; and
5. Take such additional, related action that may be desirable.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

13. **APPROVE SUBMISSION OF AN APPLICATION TO THE CALRECYCLE ILLEGAL DISPOSAL SITE ABATEMENT GRANT PROGRAM**

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to submit a grant application through the California Department of Resources Recycling and Recovery (CalRecycle), which administers the Illegal Disposal Site Abatement Grant Program, for additional fencing and site remediation of illegal dumping along Bluff Road between Washington Boulevard and Mines Avenue; and
2. Authorize the City Manager to execute all applicable documents in good faith; and
3. Take such additional, related action that may be desirable.

14. AWARD AGREEMENT NO. 4410 TO ALL AMERICAN ASPHALT FOR THE FISCAL YEAR 2024-25 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT (CP 938)

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4410 to All American Asphalt for the Fiscal Year 2024-25 SB1 Rubberized Asphalt Street Enhancement Project (CP 938) as the lowest, most responsive and responsible bidder for the amount of Three Million, Eight-Hundred Seventy-Five Thousand, Seven Hundred Seventy – Four Dollars (\$3,875,774); and
2. Approve a 10% contingency of \$387,577; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$375,774 in Account No. 220-99-7117 (Measure R, Non-Departmental, Improvements Other Than Building – Paving the Way) and by \$387,577 in Account No. 215-99-7117 (Proposition C , Non-Departmental, Improvements Other Than Building – Paving the Way); and
4. Authorize the City Manager to execute Agreement No. 4410 (Attachment A) and all applicable change orders in good faith; and
5. Take such additional, related action that may be desirable.

15. ACCEPTANCE OF THE PLAZA DRIVE PAVEMENT REHABILITATION PROJECT (CP 917) – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Plaza Drive Pavement Rehabilitation Project (CP 917) by All American Asphalt; and
2. Approve the final contract amount with All American Asphalt in the amount of \$354,181 including change orders; and
3. Approve the Final Total Project Budget (Attachment A); and
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and
5. Authorize the release of the retention payment of \$17,709 due to All American Asphalt following the mandatory waiting period from the date the Notice of Completion is recorded; and
6. Take such additional, related action that may be desirable.

16. APPROVE BLANKET PURCHASE ORDER WITH THE HOME DEPOT FOR THE PURCHASE OF MAINTENANCE, REPAIR, OPERATING AND INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve a blanket purchase order with The Home Depot for \$100,000 for the purchase of maintenance, repair, operating and industrial supplies and related products and services for Fiscal Year 2025-26; and
2. Approve issuance of a blanket purchase order to The Home Depot through the use of Omnia Partners cooperative agreement (Attachment A) as allowed by Montebello Municipal Code Chapter 3.20.050(F) – Cooperative Purchases; and
3. Authorize the City Manager to increase the not-to-exceed amount by \$50,000 (up to \$150,000) as needed for Fiscal Year 2025-26; and
4. Take such additional, related action that may be desirable.

17. APPROVE BLANKET PURCHASE ORDERS WITH ACE HARDWARE OF MONTEBELLO (WAJTAVAR CORPORATION), GARVEY EQUIPMENT COMPANY AND WALTERS WHOLESALE ELECTRIC TO PROVIDE EQUIPMENT, HARDWARE, TOOLS, AND RELATED MATERIALS BASED ON RESPONSES TO

REQUEST FOR QUOTES (RFQ) NO. 26-02**RECOMMENDATION: It is recommended that the City Council:**

1. Approve a blanket purchase order with Ace Hardware of Montebello (Wajtavar Corporation) in the amount of \$5,000 with the option to increase up to \$10,000 for Fiscal Year 2025-26 based on their response to RFQ No. 26-02; and
2. Approve a blanket purchase order with Garvey Equipment Company in the amount of \$10,000 with the option to increase up to \$15,000 for Fiscal year 2025-26 based on their response to RFQ No. 26-02; and
3. Approve a blanket purchase order with Walters Wholesale Electric in the amount of \$25,000 with the option to increase up to \$30,000 for Fiscal year 2025-26 based on their response to RFQ No. 26-02; and
4. Take such additional, related action that may be desirable.

18. APPROVE BLANKET PURCHASE ORDERS WITH ALLSTAR FIRE EQUIPMENT, GALLS LLC, HARDY AUTO PARTS, L.N. CURTIS AND SONS, MES SERVICE COMPANY AND ZOLL MEDICAL CORPORATION FOR THE ACQUISITION OF FIRE DEPARTMENT EQUIPMENT AND SUPPLIES

RECOMMENDATION: It is recommended that the City Council:

1. Approve an increase of \$150,000 to the existing Fiscal Year 2025-26 purchase order with Allstar Fire Equipment, Inc. for personal protective equipment and fire-related supplies for a not-to-exceed amount of \$200,000; and
2. Approve issuance of an annual blanket purchase order to Galls LLC for personal protective equipment and fire-related supplies in an amount that shall not exceed \$150,000 for Fiscal Year 2025-26; and
3. Approve an increase of \$50,000 to the existing FY 2025-26 purchase order with IB Auto Parts Inc. (DBA Hardy Auto Parts) for vehicle-related equipment and supplies for a not-to-exceed amount of \$100,000; and
4. Approve an increase of \$100,000 to the existing FY 2025-26 purchase order with L.N. Curtis and Sons for fire-related supplies for a not-to-exceed amount of \$200,000; and
5. Approve an increase of \$150,000 to the existing FY 2025-26 purchase order with MES Service Company LLC for personal protective equipment and fire-related supplies for a not-to-exceed amount of \$200,000; and
6. Approve an increase of \$50,000 to the existing FY 2025-26 purchase order with Zoll Medical Corporation GPO for fire and emergency medical-related equipment and supplies for a not-to-exceed amount of \$100,000; and
7. Authorize the City Manager to approve up to an additional \$25,000 in expenditures for each vendor, for a maximum (potential) not-to-exceed amount of \$225,000 (Allstar Fire Equipment Inc.), \$175,000 (Galls LLC), \$125,000 (IB Auto Parts Inc DBA Hardy Auto Parts), \$225,000 (L.N. Curtis and Sons), \$225,000 (MES Service Company LLC), and \$125,000 (Zoll Medical Corporation GPO); and
8. Take such additional, related actions that may be desirable.

19. ADOPT RESOLUTION NO. 25-88 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT'S REGIONAL RECREATION, MULTI-USE TRAILS AND ACCESSIBILITY GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-88 authorizing the submission of an application for the Los Angeles County Regional Park and Open Space District's Regional Recreation and Multi-Use Trails and Accessibility Grant Program; and
2. Authorize the City Manager to designate authority to the Director of Recreation and Community Services to conduct all negotiations and execute and submit documents reasonably necessary for the completion of the awarded project; and
3. Take such additional, related action that may be desirable.

20. APPROVE SUBMISSION OF AN APPLICATION FOR THE GAMETIME COMMUNITY CHAMPIONS PLAYGROUND GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve submission of an application for the GameTime Community Champions Playground Grant Program; and
2. Authorize the City Manager to designate authority to the Director of Recreation and Community Services to conduct all negotiations and execute and submit documents reasonably necessary for the completion of the awarded project; and
3. Take such additional, related action that may be desirable.

21. APPROVE APPROPRIATION OF MATCHING FUNDS AND AUTHORIZATION OF PURCHASE ORDERS FOR THE FISCAL YEAR 2023 EMERGENCY OPERATIONS CENTER (EOC) GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$266,442 in Account No. 100-85-880-6010.10 (General Fund, Fire, Communications, Machinery & Equipment) for the remaining required local match for the Fiscal Year 2023 Emergency Operations Center (EOC) Grant Program; and
2. Approve an increase of \$675,000 to the existing Fiscal Year 2025-26 purchase order with Motorola Solutions, Inc. for the purchase of public safety radios, equipment, and software upgrades related to the EOC Grant Program; and
3. Approve issuance of a purchase order to Viavi Solutions for communications testing equipment in an amount that shall not exceed \$115,000; and
4. Approve issuance of a purchase order to Commline Inc. for public safety radios and equipment in an amount that shall not exceed \$170,000; and
5. Approve issuance of a purchase order to a to be determined vendor for a towable emergency generator in an amount that shall not exceed \$85,000; and
6. Authorize the City Manager to approve up to an additional \$25,000 in expenditures for each vendor, for a maximum (potential) not-to-exceed amount of \$700,000 (Motorola Solutions, Inc.), \$140,000 (Viavi Solutions), \$195,000 (Commline Inc.), and \$110,000 (a TBD vendor); and
7. Authorize purchases from the above mentioned vendors by utilizing the exception to the bidding and procurement process allowed by Montebello Municipal Code Section 3.20.050(C) - Standardization of Goods and/or Services; and
8. Take such additional, related action that may be desirable.

22. SECOND READING AND ADOPTION OF ORDINANCE NO. 2483 AMENDING CHAPTER 17 OF THE MONTEBELLO MUNICIPAL CODE TO ESTABLISH CHAPTER 17.41- VIEWSHED PRESERVATION OVERLAY

RECOMMENDATION: It is recommended that the City Council:

1. Waive Second Reading and adopt Ordinance No. 2483, amending Chapter 17 of the Montebello Municipal Code ("MMC") to establish Chapter 17.41 - Viewshed Preservation Overlay to protect and preserve significant public and private views; and
2. DETERMINE AND FIND that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment, considering that it can be seen with certainty that there is no possibility that adding a viewshed preservation overlay will have a significant effect on the environment and pursuant to CEQA Section 15303 related to construction and location of limited numbers of new, small facilities or structures, and the conversion of existing small structures that are consistent with the City's general plan policies and zoning regulations; and
3. Take such additional, related, action that may be desirable.

23. APPROVE PURCHASE OF TWO POLICE SERVICE DOGS AND NECESSARY AND RELATED EQUIPMENT AND TRAINING FROM ADLERHORST INTERNATIONAL, LLC

RECOMMENDATION: It is recommended that the City Council:

1. Approve the purchase of two (2) police service dogs, related equipment and training as allowed by Montebello Municipal Code section 3.20.050(G) – Piggyback Purchase, utilizing the existing Riverside County Sheriff's Office competitive bidding process award (Request for Quote # SHARC-588) to Adlerhorst International, LLC; and
2. Authorize the City Manager to execute all necessary documents related to the purchase of the police service dogs, equipment and training; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$50,000 in Account No. 230-99-6000.40 (Asset Foreiture, Supplies - Durable); and,
4. Take such additional, related action that may be desirable.

24. AUTHORIZE AN INCREASE TO THE PURCHASING AMOUNT FOR DELL MARKETING LP AND CPACINC FOR FISCAL YEAR 2025-26

RECOMMENDATION: It is recommended that the City Council:

1. Authorize a purchasing amount of \$100,000 to Dell Marketing LP for purchases during Fiscal Year 2025-26 utilizing NASPO Master Agreement 23026, as authorized by Montebello Municipal Code Section 3.20.050(F) - Cooperative Purchase; and
2. Authorize a purchasing amount of \$100,000 to CPACinc for purchases during Fiscal Year 2025-26 utilizing OMNIA Partners Contract #R250307 with TD Synnex Corporation, as authorized by Montebello Municipal Code Section 3.20.050(F) - Cooperative Purchase; and
3. Take such additional, related action that may be desirable.

25. APPROVAL OF MINUTES: SEPTEMBER 24, 2025, SPECIAL CITY COUNCIL MEETING; SEPTEMBER 24, 2025, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

26. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-89 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED OCTOBER 8, 2025

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-89, Approving the City Warrant Register of Demands dated October 8, 2025.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

Members will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Scarlet Peralta, Councilmember**
- **Ric Alonzo, Councilmember**
- **Danielle Romero, Councilmember**

1. I would like to thank our firefighters who were deployed to help up North in the Wildland Fires.
2. SEACCA launched a Wild Tunes program where residents can sing or play instruments for animals.

-
- Georgina Tamayo, Mayor Pro Tem
 - Salvador Melendez, Mayor

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on October 22, 2025, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Director of City Clerk Services for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, October 5, 2025, no later than 6:00 p.m.**



Kimberly Guillen, Director of City Clerk Services

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **CITY OF MONTEBELLO FORECASTED AGENDA**



ITEM # 12

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **AWARD AGREEMENT NO. 4411 TO ELECNOR BELCO ELECTRIC, INC. FOR INSTALLATION OF A TRAFFIC SIGNAL AT WHITTIER BOULEVARD AND 6TH STREET (CP 926)**

DATE: October 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Agreement No. 4411 to Elecnor Belco Electric, Inc. for installation of a Traffic Signal at Whittier Boulevard and 6th Street (CP 926) as the lowest, most responsive and responsible bidder for the amount of \$598,965; and
2. Approve a 10% construction contingency of \$59,896; and
3. Amend the adopted Fiscal Year 2025-26 budget by increasing appropriations by \$358,861 in Account No. 222-30-310-6040.10 (Measure M, Public Works, Streets, Contract Services -- Outside Contracts); and
4. Authorize the City Manager to execute Agreement No. 4411 (Attachment A) and all applicable change orders in good faith; and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff recommend awarding Agreement No. 4411 to Elecnor Belco Electric, Inc. as the lowest most responsive and responsible bidder for the amount of \$598,965 for the construction of a traffic signal at Whittier Blvd and 6th Street. Additionally, a 10% construction contingency of \$59,896.50 is requested in the event of any unforeseen unaccounted costs, risks, events, or changes in scope that may affect the project's cost over the course of its life, bringing the total contract amount to \$658,861.

This project is being funded utilizing Measure M funds as well as payment from the Cesar

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 8, 2025

Page 2 of 3

Chavez Foundation. The Cesar Chavez Foundation (CCF) project at Whittier Blvd and 6th Street included payment towards a signal at that location. Funds in the amount of \$300,000 have already been received from CCF, and a portion of the project will be expensed in Account No. 100-30-310-7116 (General Fund, Public Works, Streets, Improvements Other Than Building). The \$300,000 received from CCF towards this project will be recorded as expenses are incurred, resulting in no net impact to the General Fund. Additional funding will come from Measure M (Account No. 222-30-310-6040.10, Measure M, Public Works, Streets, Contract Services Outside Contracts).

The recommended actions require amending the Fiscal Year 2025-26 budget by increasing appropriations by \$358,861 in Account No. 222-30-310-6040.10 (Measure M, Public Works, Streets, Contract Services -- Outside Contracts). Additionally, staff request authorization for the City Manager to execute all contract change orders that are approved and negotiated in good faith by the Director of Public Works and the construction manager.

BACKGROUND/DISCUSSION:

On August 13, 2025, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for the project. The City's Planning Commission and City Council approved a mixed-use, 132-unit project with one three-story and two four-story buildings on a 1.5-acre site along the southern portion of Whittier Boulevard between 5th and 6th streets and along half of the eastern side of 6th Street between Whittier Boulevard and Los Angeles Avenue. Development conditions required the addition of a signalized intersection at Whittier Boulevard and 6th Street. CCF provided \$300,000 towards construction of the signal, and these funds will be used towards the total project expenses.

The NIB was published on August 14, 2025 in a newspaper of general circulation. Bidders accessed the contract specifications via PlanetBids. A total of six (6) bids were received electronically via PlanetBids on September 10, 2025. The following is the tabulation based on the lowest to the highest bids received:

	Contractors	Bid Totals
1	Elecnor Belco Electric, Inc.	\$598,965
2	Crosstown Electrical & Data, Inc.	\$638,587
3	International Line Builders, Inc.	\$642,043
4	Select Electric, Inc.	\$644,845
5	California Professional Engineering, Inc.	\$670,416
6	Baker Electric & Renewables LLC	\$739,228

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 8, 2025

Page 3 of 3

The bid analysis was conducted to ensure that the lowest, most responsive and responsible bid met all state and local requirements. Based on the review, the staff's recommendation is to award Elecnor Belco Electric, Inc. Agreement No. 4411 (Attachment A) as the lowest, most responsive and responsible bidder. The remaining bid proposals are available in the City Clerk's Office for review and the itemized bid results for comparative analysis are included in Attachment B.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council award a construction agreement to Elecnor Belco Electric, Inc. for the Traffic Signal at Whittier Boulevard and 6th Street (CP 926) for \$598,965 and approve a construction contingency of \$59,896 payable for a total contract amount of \$658,861. Additionally, staff is requesting to amend the Fiscal Year 2025-26 adopted budget by increasing appropriations by \$358,861 in Account No. 222-30-310-6040.10 (Measure M, Public Works, Streets, Contract Services -- Outside Contracts); and authorize the City Manager to execute the contract and all change orders in good faith.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4411 - Elecnor Belco Electric (CP 926)
2. Attachment B - Bid Results CP 926

**PUBLIC WORKS AGREEMENT NO. 4411
WITH ELECNOR BELCO ELECTRIC, INC.**

THIS STANDARD PUBLIC WORKS AGREEMENT ("AGREEMENT") is made and entered into on October 8, 2025, ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and ELECNOR BELCO ELECTRIC, INC., a California corporation ("CONTRACTOR"). The CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids on August 14, 2025, C.P. No. 926 Traffic Signal at Whittier Boulevard and 6th Street ("PROJECT").

WHEREAS, on October 8, 2025, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, the ("CONTRACT DOCUMENTS") for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, CONTRACTOR's Bid for the PROJECT, Scope of Work, general specifications and all referenced specifications, details, standard drawings, and appendices, together with this Agreement and all required bonds, and insurance certificates. All of the CONTRACT DOCUMENTS are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

b. In case any of the CONTRACT DOCUMENTS conflict with each other, the order of preference for the CONTRACT DOCUMENTS is:

1. This AGREEMENT and its Exhibits and or Attachments, including any and all addenda or supplemental agreements.
2. Appendices
3. Standard drawings
4. Details

STANDARD PUBLIC WORKS AGREEMENT NO. 4411

Page 2 of 14

5. Special Provisions, if any
6. Addendums
7. General Specifications and all referenced specifications
8. Bidders Proposal
9. Instructions to Bidders
10. Notice Inviting Sealed Bids

SECTION 2. THE WORK

For and in consideration of the payments and agreements to be made and performed by the CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

SECTION 3. TERM; AND TIME FOR COMPLETION

- a. This Agreement shall expire June 30, 2026, from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for an additional six (6) months upon such terms and conditions mutually agreed upon by the Parties in writing.
- b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed.

SECTION 4. COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total amount of **Five Hundred Ninety-Eight Thousand, Nine Hundred Sixty-Five Dollars (\$598,965.00)**, which is based on performing all of the work shown on Bidders Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein retain five percent (5%) of said price until said time as the provisions of SEC. 18 herein have been met.

4.1. Progress Payments

Progress Payments shall be made in accordance with Section 7 the General Provisions and the provisions of this Section 4.1. Upon receipt of a properly presented payment request, the CITY shall process the payment request in accordance with Public

Contract Code Section 20104.50. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR within seven (7) days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. The CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price apportionment of the labor and materials incorporated into the work under the Agreement during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 4.2 of this Agreement for retention of funds.

4.2. Retention of Funds

Progress payments shall be made in accordance with the provisions of Section 4.1 of this Agreement. In accordance with said section, the CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price in proportion to the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the CONTRACTOR within sixty (60) days after final acceptance of the work by the City Council of the CITY ("City Council"), after CONTRACTOR shall have furnished the CITY with a release of all undisputed Agreement amounts, if required by the CITY. In the event there are any claims specifically excluded by CONTRACTOR from the operation of the release, the CITY may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

4.3. Substitution of Securities

Pursuant to Public Contract Code Sec. 22300, CONTRACTOR shall be allowed to substitute securities for any moneys withheld by the CITY to ensure performance under an Agreement, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of the Agreement, the securities shall be returned to CONTRACTOR.

SECTION 5. UNDOCUMENTED WORKERS

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, hold harmless, indemnify

STANDARD PUBLIC WORKS AGREEMENT NO. 4411

Page 4 of 14

and defend CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

SECTION 6. NOTICE TO PROCEED

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **One Hundred Ninety (190)** Working Days from the commencement thereof.

SECTION 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS

- a. CONTRACTOR shall, without disturbing the condition, notify the CITY in writing as soon as CONTRACTOR, or any SUB-CONTRACTOR, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
 1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.
- b. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- c. The CITY shall promptly investigate the reported conditions. If the CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, then the CITY shall issue a change order.
- d. In the event of a dispute between the CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SECTION 8. MISCELLANEOUS STATUTORY REQUIREMENTS

8.1. CONTRACTOR License.

CONTRACTOR shall possess a california CONTRACTOR's license type Class A for the performance of the Project.

8.2. Ineligible CONTRACTOR Prohibited.

Any CONTRACTOR or SUB-CONTRACTOR who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

8.3. Compliance with SB 854 Registration.

This PROJECT is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime CONTRACTOR or SUBCONTRACTOR may be awarded an Agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

8.4. Trench and Pipeline Safety.

If this Agreement is for more than \$25,000 and involves excavation of any trench five feet or more in depth, CONTRACTOR shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the CITY.

8.5. Utility Relocation.

The CITY is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. The CITY shall reimburse CONTRACTOR for any costs incurred in locating, repairing damage not caused by CONTRACTOR and removing or relocating such unidentified utility facilities, including equipment idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

8.6. Third Party Claims Notification.

The CITY shall timely notify CONTRACTOR in writing of any third party claims relating to the Agreement.

8.7. Unfair Business Practices Claims.

The CONTRACTOR or SUB-CONTRACTOR offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works Agreement or

STANDARD PUBLIC WORKS AGREEMENT NO. 4411

Page 6 of 14

the sub-Agreement. This assignment shall be made and become effective at the time the CITY renders final payment to CONTRACTOR without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

8.8. Day's Work.

CONTRACTOR acknowledges that under California Labor Code sections 1810 and following, eight (8) hours of labor constitutes a legal day's work. CONTRACTOR will forfeit as a penalty to CITY the sum of \$25.00 for each worker employed in the execution of this Agreement by CONTRACTOR or any SUB-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

8.9. Payroll Records.

CONTRACTOR shall maintain the certified payroll records required by Labor Codes Sec. 1776 and shall report such records directly to the California Labor Commissioner as required by Labor Code Sec. 1771.4. CONTRACTOR shall inform the CITY of the location of the records enumerated under Labor Code Sec. 1776, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

8.10. Employment of Apprentices.

Nothing in this Agreement prevents CONTRACTOR or any SUB-CONTRACTOR from employing properly registered apprentices in the execution of the Agreement. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that CONTRACTORS and SUBCONTRACTORS must submit Agreement award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that CONTRACTORS and SUB-CONTRACTORS must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice Agreements, may be employed on public works in apprenticeable occupations.

8.11. Records Audit

In accordance with Government Code, Section 8546.7, records of both the CITY and CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

SECTION 9. PREVAILING WAGES

STANDARD PUBLIC WORKS AGREEMENT NO. 4411

Page 7 of 14

- a. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the applicable rates referred to in the CONTRACT DOCUMENTS.
- b. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 - 2. Section 1777.4 - Apprenticeship Requirements.
 - 3. Section 1777.5 - Apprenticeship Requirements.
 - 4. Section 1813 - Penalty for Failure to Pay Overtime.
 - 5. Sections 1810 and 1811 - Working Hour Restrictions.
 - 6. Section 1775 - Payroll Records.
 - 7. Section 1773.8 - Travel and Subsistence Pay.

SECTION 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

- a. CONTRACTOR shall indemnify, defend with legal counsel approved by the CITY, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both the CITY and CONTRACTOR, or should the CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- b. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of the CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless the CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the CITY is shown to have been actively negligent and where the CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of the CITY.

SECTION 11. BONDS

a. CONTRACTOR, before commencing said PROJECT, shall furnish and file with the CITY, a Performance Bond, or bonds in the sum of one hundred percent (100%) of the Agreement price thereof conditioned upon the faithful performance of this Agreement in the form attached hereto as Exhibit "B."

b. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Payment Bond in the sum of 100% of the Agreement price, conditioned upon the payment of all labor and materials furnished in connection with this Agreement in the form attached hereto as Exhibit "C."

SECTION 12. INSURANCE REQUIREMENTS

a. Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. The CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. CITY may make proof of loss if not made promptly by CONTRACTOR.

b. Evidence of Insurance prior to commencement. CONTRACTOR shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: COI@montebellocal.gov

SECTION 13. LIQUIDATED DAMAGES

In addition, pursuant to the authority of California Public Contract Code Section 7102, the CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CONTRACTOR would be extremely difficult or impractical to determine in the event of a breach of this Agreement by the CONTRACTOR. Therefore, if the CONTRACTOR is determined to be liable for such unreasonable delays, the CONTRACTOR and its sureties shall be liable to the CITY for the sum of Five Hundred Dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. Such sum is liquidated damages and

STANDARD PUBLIC WORKS AGREEMENT NO. 4411

Page 9 of 14

shall not be construed as a penalty and may be deducted from payments due the Contractor if such delay occurs.

SECTION 14. DISPUTE RESOLUTION

14.1. Claims of \$375,000 or Less

a. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public Contract Code Sections 20104-20104.4. A summary of Sections 20104-20104.4 are as follows:

- (1) Informal negotiation between the CITY and CONTRACTOR.
- (2) Mediation with CONTRACTOR.
- (3) Court mandated Arbitration.
- (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

14.2 Public Contract Code 9204 Claims

CONTRACTOR shall comply with the procedure set forth in Public Contract Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the CITY under this Agreement. A summary of the provisions of Public Contract Code Section 9204 is as follows:

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
2. The CITY must respond within 45 days as to which claims are disputed and undisputed.
3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with the CITY.
4. After meet and confer, an disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

SECTION 15. TERMINATION.

15.1. Termination for Convenience.

The CITY may terminate this Agreement, in whole or in part, with thirty (30) days' written notice to CONTRACTOR when it is in the CITY's best interest. CONTRACTOR shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to the CITY to be paid the CONTRACTOR. If CONTRACTOR has any property in its possession

belonging to the CITY, CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. CONTRACTOR may terminate this Agreement, in whole, with ninety (90) days' written notice to the CITY.

15.2 Termination for Default.

If at any time CONTRACTOR is determined to be in material breach of the Agreement, a Notice of Potential Breach of Agreement shall be prepared by the CITY, and will be served upon CONTRACTOR and its sureties. If CONTRACTOR continues to neglect or refuses to comply with the Agreement or with the Notice of Potential Breach of Agreement to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Agreement for this Project.

15.3 Waiver of Remedies for any Breach.

In the event that the CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Agreement, such waiver by the CITY shall not limit the CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Agreement.

SECTION 16. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if CONTRACTOR for a period of three (3) calendar days after receipt of written demand from the CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS

STANDARD PUBLIC WORKS AGREEMENT NO. 4411

Page 11 of 14

CONTRACTOR hereby promises and agrees to comply with all provisions of all applicable state and federal laws in connection with the performance of its obligations under this Agreement.

SECTION 18. NOTICE OF COMPLETION

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to SEC. 4 hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

SECTION 19. AUTHORITY

Any person executing this Agreement on behalf of CONTRACTOR warrants and represents that he or she has the authority to execute this Agreement on behalf of CONTRACTOR and has the authority to bind CONTRACTOR to the performance of its obligations hereunder.

SECTION 20. ENTIRE AGREEMENT

This Agreement, including the Agreement Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Agreement between the CITY and the CONTRACTOR. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Agreement.

SECTION 21. ATTORNEY'S FEES AND COSTS

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SECTION 22. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent CONTRACTOR. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees

STANDARD PUBLIC WORKS AGREEMENT NO. 4411

Page 12 of 14

or agents, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall the CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Agreement.

SECTION 23. NOTICE

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

To the CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: RAlvarez@montebelloc.gov

With copy to: City of Montebello – Department of Public Works
Attn: Cesar Roldan, Public Works Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1462
Email: CRoldan@montebelloc.gov

To CONTRACTOR: Elecnor Belco Electric, Inc.
Attn: John Wong
Address: 14320 Albers Way
Chino, CA 91710
Phone: (909) 993-5470
Email: JWong@elecnor.com
Email: RWilkes@elecnor.com

An electronic communication ("Electronic Notice") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 24. PROHIBITION AGAINST ASSIGNMENT

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this

STANDARD PUBLIC WORKS AGREEMENT NO. 4411

Page 13 of 14

Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of the CITY.

SECTION 25. CUMULATIVE REMEDIES

The provisions of this Agreement are cumulative and in addition to and not in limitation of any rights or remedies available to the CITY.

SECTION 26. COUNTERPARTS

This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURE PAGE TO FOLLOW]

STANDARD PUBLIC WORKS AGREEMENT NO. 4411

Page 14 of 14

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date next to their respective officers duly authorized signatures in that behalf.

CITY OF MONTEBELLO
("CITY")

ELEC NOR BELCO ELECTRIC, INC.
("CONTRACTOR")

By: _____
Raul Alvarez, City Manager

By: _____
John Wong, Executive Vice President

Date: _____

Date: _____

By: _____
Rene Wilkes, Contract Administrator

ATTEST:

Date: _____

Christopher Jimenez, City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Insurance Requirements
- Exhibit B – Performance Bond
- Exhibit C – Labor and Materials Payment Bond
- Exhibit D – Contractor's Proposal

EXHIBIT "A"

INSURANCE REQUIREMENTS

On or before beginning any of the work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Agreement.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

CONTRACTOR shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each occurrence; property damage limits of \$1,000,000 for each occurrence, \$2,000,000 aggregate.

Products/Completed Operations Hazard Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Automobile Liability.

CONTRACTOR shall carry and maintain Automobile Liability Insurance which provides a minimum coverage of at least \$1,000,000 per accident for bodily injury and property damage.

3. Worker's Compensation.

CONTRACTOR shall carry and maintain worker's compensation in the amount of \$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by CONTRACTOR. To the extent that

CONTRACTOR utilizes any SUB-CONTRACTOR for the performance of any part of the work under this Agreement, CONTRACTOR shall require and assure that such SUB-CONTRACTOR also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Agreement.

4. Additional Insureds.

The CITY, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Agreement. An endorsement to this effect shall be delivered to the CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONTRACTOR. Such insurance shall be primary and noncontributory with any other insurance maintained by the CITY.

5. Notice of Cancellation.

CONTRACTOR agrees to oblige its insurance agent or broker and insures to provide CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

6. Severability Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

7. Qualifications of Insurer.

All policies of insurance shall be issued by an insurance company acceptable to the CITY and authorized to issue said policy in the State of California.

8. Approval of Insurer.

The insurance carrier providing the insurance shall be chosen by CONTRACTOR subject to approval by the CITY, provided that such approval shall not be unreasonably withheld.

9. Payment of Premiums.

All premiums on insurance policies shall be paid by CONTRACTOR making payment, when due, directly to the insurance carrier, or in a manner agreed to by the CITY.

10. Subrogation.

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the City of Montebello under all the required insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

11. Evidence of Insurance and Claims.

CONTRACTOR shall provide certificates of insurance to the CITY as evidence of insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. The CITY's Risk Manager must approve insurance certificates and endorsements prior to commencement of performance. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

EXHIBIT "B"
PERFORMANCE BOND
PUBLIC WORK
(CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the City of Montebello ("Obligee") have entered into a written Agreement, hereinafter called the Agreement, a copy of which is or may be attached hereto, dated the _____ day of _____, _____ referred to and made a part hereof for _____ and all appurtenant work in accordance with Project No. _____, which agreement requires the Principal to provide Oblige with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Oblige, in the sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its SUB-CONTRACTORS shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Agreement, and during the life of any guaranty required under the Agreement, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Agreement that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it

APPROVED AS TO FORM:

City Attorney

EXHIBIT "C"
Labor and Materials Payment Bond
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into an Agreement dated _____, _____, (the "Agreement") with the City of _____ (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

_____ and _____ all appurtenant work in accordance with the plans and specifications for Project No. _____, which requires Principal to file this bond to secure claims made under Civil Code Sections 9550-9554..

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, and all SUB-CONTRACTORS, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, which is 100% of the amount of the Agreement, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its SUB-CONTRACTORS, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work agreed to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Agreement, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and SUB-CONTRACTORS pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's

fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any Agreement, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the Agreement, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such Agreement or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations named in Civil Code Section 9100 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

EXHIBIT “D”
Contractor’s Proposal

BID PROPOSAL

FOR

WHITTIER BOULEVARD AND 6TH STREET TRAFFIC SIGNAL PROJECT

C.P. No. 926

IN THE CITY OF MONTEBELLO

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of Montebello, California, in accordance with the specifications for the unit price set forth in the following items:

BID SCHEDULE

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
PHASE I					
1	PHASE I MOBILIZATION (Not to exceed 10% of total of all other Phase I contract Bid Items)	1	LS	4,300	4,300
2	PHASE I TRAFFIC CONTROL (Not to exceed 8% of total of all other Phase I contract Bid Items)	1	LS	7,500	7,500
3	PHASE I STORM WATER BMP'S	1	ALL	\$5,000.00	\$5,000.00
4	DEMOLITION/UNCLASSIFIED EXCAVATION	8	CY	456	3,648

C-2

5	CONSTRUCT TYPE A2 CURB OVER 6" CMB	12	LF	171	2,052
6	CONSTRUCT 4" PCC SIDEWALK OVER 3" CMB	160	SF	34.15	5,464
7	CONSTRUCT 4" PCC CURB RAMP OVER 3" CMB	1	EA	11,379	11,379
8	REMOVE EXISTING AND CAST IN PLACE 3' X 4' DECTABLE WARNING SURFACE	3	EA	10,242	30,726
9	REMOVE EXISTING AND INSTALL STRIPING, SIGNING AND PAVEMENT MARKINGS	1	LS	29,470	29,470
10*	NEW TRAFFIC SIGNAL AT WHITTIER BOULEVARD AND 6 TH STREET	1	LS	403,994	403,994
PHASE I - TOTAL AMOUNT BASE BID SCHEDULE IN FIGURES					503,933
PHASE II					
11	PHASE II MOBILIZATION (Not to exceed 10% of total of all other Phase II contract Bid Items)	1	LS	3,500	3,500
12	PHASE II TRAFFIC CONTROL (Not to exceed 8% of total of all other Phase II contract Bid Items)	1	LS	2,243	2,243
13	PHASE II STORM WATER BMP'S	1	ALL	\$5,000.00	\$5,000.00
14	COLD MILL AC PAVEMENT, 2" DEPTH	4,944	SF	3.50	17,304
15	CONSTRUCT 2" AC PAVEMENT OVERLAY (TYPE C2-PG, 64-10)	61	TON	285	17,385
16	INSTALL DECORATIVE CROSSWALK	1	ALL	\$50,000.00	\$50,000.00
PHASE II - TOTAL AMOUNT BASE BID SCHEDULE IN FIGURES					95,432

TOTAL AMOUNT BASE BID SCHEDULE IN FIGURES (PHASE I + PHASE II)	598,965
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* = Contractor shall provide a schedule of values listing all components, quantities, and unit prices of the bid item.

TOTAL AMOUNT BID IN WORDS (PHASE I + PHASE 2): FIVE HUNDRED NINETY EIGHT THOUSAND
NINE HUNDRED SIXTY FIVE DOLLARS AND ZERO CENTS

		Dollars
	John Wong	Executive Vice President
Bidder's Signature		Title
	Eleonor Belco Electric, Inc.	
Company Name		

DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

The City of Montebello cannot permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project.

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Division 5, Title 1 of the California Public Contract Code) and any amendments thereof, each bidder shall set forth below: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the prime contractor shall be deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his/her original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

California Public Contract Code 7104

Contractor shall, in any activity involving trenching more than four feet deep, notify the Engineer of hazardous materials, subsurface or latent physical site conditions different from those indicated and any unusual site conditions. Contractor shall, in contracts exceeding \$25,000, provide detailed plans for trenches or excavations of five feet or more in depth. Cal. Lab. Code § 6705.

Bidder's List of subcontractors

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/public-works/contractor-registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item # & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number
				DIR Reg Number
Name: SUPERIOR PAVEMENT MARKING City, State CYPRESS, CA	9 STRIPING	\$25,898	85%	1141887 100001476
Name: PAVEMENT REPAIR COMPANY City, State YORBA LINDA, CA	#4-8 #11,12,14,15 CIVIL	\$89,912	4-8,11,12,14,15 = 85%	1051374 100064823
Name: City, State				
Name: City, State				

Name: 				
City, State				

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. City of Glendale 633 E. Broadway Room 205, Glendale, CA 91206
Name and Address of Agency
Sarkis Oganessian (818) 548-3945
Name and telephone number of person familiar with project

<u>\$4,450,149.00</u>	<u>Electrical</u>	<u>2/2023</u>
<u>Contract amount</u>	<u>Type of work</u>	<u>Date completed</u>
2. City of Hawthorne 4455 West 126th St., Hawthorne, CA 90250
Name and Address of Agency
Akbar Farokhi (310) 349-2983
Name and telephone number of person familiar with project

<u>\$4,599,828.00</u>	<u>Electrical</u>	<u>9/2024</u>
<u>Contract amount</u>	<u>Type of work</u>	<u>Date completed</u>
3. City of Pasadena 100 N. Garfield Ave., Pasadena, CA 91101
Name and Address of Agency
Sarah Tawadrous (626) 744-8479
Name and telephone number of person familiar with project

<u>\$2,773,865.34</u>	<u>Electrical</u>	<u>5/2024</u>
<u>Contract amount</u>	<u>Type of work</u>	<u>Date completed</u>

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

<u>Liberty Mutual Insurance Company</u>
<u>175 Berkeley Street</u>
<u>Boston, MA 02116</u>
<u> </u>
<u> </u>

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Elecnor Belco Electric, Inc., proposed subcontractor SUPERIOR PAVEMENT MARKING, PAVEMENT REPAIR COMPANY, hereby certifies that he has X, has not (initials) participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares

under penalty of perjury under the laws of the State of California that the bidder has _____, has not X been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Non-collusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of MONTEBELLO
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NON-COLLUSION AFFIDAVIT

The undersigned is submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

(Fill in description of contract)

Elecnor Belco Electric, Inc.

Company

John Wong, Executive Vice President

Name of Bidder

Signature of Bidder

14320 Albers Way

Business Address

Chino

CA 91710

City

State Zip Code

Subscribed and sworn to before me this 3 day of September, 2025.

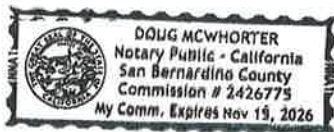
DOUG MCWHORTER

Notary Public in and for the County of

SAN BERNARDINO

, State of California.

My Commission Expires NOVEMBER 15, 2026.



DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☒ a. grant b. cooperative agreement c. loan d. loan guarantee e. loan insurance	2. Status of Federal Action: ☐ b. initial award c. post-award	3. Report Type: ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes ☐ No ☐		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: John Wong Title: Executive Vice President Telephone No.: (909) 993-5470 Date: 9/03/25		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90«ENDIF»

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of Connecticut

County of Hartford

On September 8, 2025 before me, Ashley Alexis, Notary Public

personally appeared Michelle Anne McMahon

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Ashley Alexis

Notary Public Signature

ASHLEY ALEXIS
NOTARY PUBLIC - #192450
STATE OF CONNECTICUT
MY COMMISSION EXPIRES AUG. 31, 2029

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document

Document Date Number of Pages:

Signer's Name:

- ☐ Individual
☐ Corporate Officer – Title(s):
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other:

Signer is representing

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

- ☐ Individual
☐ Corporate Officer – Title(s):
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other:

Signer is representing

RIGHT THUMBPRINT
OF SIGNER
Top of thumb



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214122- 985949**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Danielle M. Bechard, Jonathan Gleason, Jennifer Godere, Richard Hackner, Chad Warren Johnson, Michelle Anne McMahon, Nicholas Miller, Doritza Mojica, Sarah Murtha, Kathryn Pryor, Robyn Salley, Joshua Sanford, Gentry Stewart, Kyle Williams, Connor Wolpert

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of September, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN BERNARDINO)

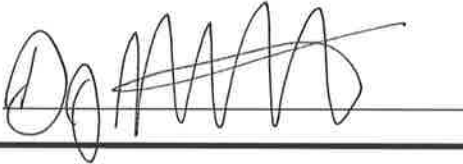
On SEPTEMBER 9, 2025 before me, DOUG MCWHORTER, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared JOHN WONG,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

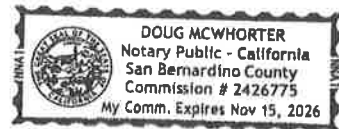
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE
FOR
WHITTIER BOULEVARD AND 6TH STREET TRAFFIC SIGNAL PROJECT
C.P. No. 926
IN THE CITY OF MONTEBELLO

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes _____

No X

If the answer is yes, explain the circumstances in the space provided.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Elecnor Belco Electric, Inc.

Business Address: 14320 Albers Way
Chino, CA 91710

Telephone (909) 993-5470

State Contractor's License No. and Class: 738518

Original Date Issued 7/28/1997 Expiration Date 7/31/2027

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Alberto Garcia De Los Angeles/ President and Chief Executive Officer, Jeroni Gervilla/ Treasure, Roger DeVito/ Secretary,

John Wong/ Vice President, Pablo Sanchez/ Vice President

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

N/A

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

**UNANIMOUS WRITTEN CONSENT IN LIEU OF
2024 ANNUAL MEETING OF THE SOLE SHAREHOLDER
OF
ELEC NOR BELCO ELECTRIC, INC.**

March 1, 2024

The undersigned, being the sole shareholder of Elec nor Belco Electric, Inc., a California corporation (the "Company"), hereby takes the following actions and adopts the following resolutions by unanimous written consent in lieu of holding a meeting of the Shareholders of the Company:

WHEREAS, the sole Shareholder has determined that it is in the Company's best interests to appoint a revised slate of Directors of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the following persons be, and hereby are, elected to serve as Directors of the Company until their respective successors are elected and qualified at or before the next annual meeting of the Shareholder(s), or until their earlier respective deaths, resignations or removals:

Jesús Alberto Díez Fernández
Alberto Garcia De Los Angeles
David Rodriguez
Pablo Sanchez

AND IT IS FURTHER RESOLVED, that all actions heretofore taken by the Directors of the Company on behalf of and in the name of the Company, relating to the conduct of the business of the Company, the expenditure of money, the making of contracts and all other acts taken or omitted in the performance of their duties to the Company be, and the same hereby are, in all respects, approved, ratified and affirmed, as of the date taken, done or omitted, respectively.

IN WITNESS WHEREOF, the undersigned, being the sole shareholder of Elec nor Belco Electric, Inc., has executed these actions by written consent as of the date first written above.

ELEC NOR, INC.



Alberto Garcia De Los Angeles, President & CEO

**UNANIMOUS WRITTEN CONSENT IN LIEU OF
2024 ANNUAL MEETING OF THE BOARD OF DIRECTORS
OF
ELEC NOR BELCO ELECTRIC, INC.**

March 1, 2024

The undersigned, being all of the members of the Board of Directors (the "Board") of Elecnor Belco Electric, Inc., a California corporation (the "Company"), in lieu of holding a meeting of the Board, hereby take the following actions and adopt the following resolutions by unanimous written consent:

WHEREAS, the Board has determined that it is in the Company's best interests to appoint a revised slate of Officers of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the following persons be, and hereby are, elected to the offices set forth opposite their respective names, to hold such offices until their respective successors are elected and qualified at or before the next annual meeting of the Board, or until their earlier respective deaths, resignations or removals:

NAMES

Alberto Garcia De Los Angeles
Jeroni Gervilla
Roger DeVito

Pedro Enrile
Leonardo Sancho Frances
John Wong
Pablo Sanchez

OFFICE

President and Chief Executive Officer
Chief Financial Officer
Chief Legal Officer, Senior Vice President,
and Assistant Secretary
Secretary
Vice President
Administrative Vice President - Licensing
Administrative Vice President - Licensing

FURTHER RESOLVED, that Alberto Garcia De Los Angeles, Jeroni Gervilla, Leonardo Sancho Frances and Roger DeVito in their respective capacities (listed above) subject to such supervisory powers of the Board of Directors, hereby are authorized and directed to perform all the duties commonly incident to that office; shall have authority to execute in the name of the Company contracts, leases and other written instruments to be executed by the Company; and, shall perform such other duties as the Board of Directors may from time to time determine.

FURTHER RESOLVED, that the President and Chief Executive Officer may delegate authority to any Chief Financial Officer or Chief Operating Officer or Senior Vice President or Vice President as and within their authority levels as set forth in the Company's Bylaws, as the same may be amended from time to time;

AND IT IS FURTHER RESOLVED, that all actions heretofore taken by the officers of the Company on behalf of and in the name of the Company, relating to the conduct of the business of the Company, the expenditure of money, the making of contracts and all other acts taken or omitted in the performance of their duties to the Company be, and the same hereby are, in all respects, approved, ratified and affirmed, as of the date taken, done or omitted, respectively.

The actions taken by the Board Consent shall have the same force and effect as if taken by the undersigned at a meeting of the Board of Directors, duly called and constituted pursuant to the Bylaws of the Company and the laws of the State of California. This Board Consent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of Elecnor Belco Electric, Inc., have executed these actions by written consent as of the date first written above.



Jesús Alberto Díez Fernández, Director



Alberto García De Los Angeles, Director



David Rodríguez, Director



Pablo Sánchez, Director

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 3 day of September, 2025.

BIDDER Elecnor Belco Electric, Inc.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

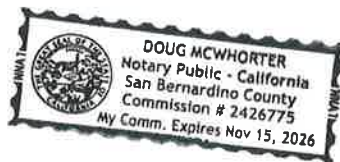
Signature of Contractor's Representative

John Wong
Printed Name

Executive Vice President
Title

Subscribed and sworn to this 10th day of SEPTEMBER, 2025.

NOTARY PUBLIC



Attachment B - Bid Results															
Whittier Boulevard and 6th Street Traffic Signal Project CP 926															
				Elecnor Belco Electric, Inc.		Crosstown Electrical & Data, Inc.		International Line Builders, Inc.		Select Electric, Inc.		California Professional Engineering, Inc.		Baker Electric & Renewables LLC	
Item No.	Description	Quantities	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	PHASE I MOBILIZATION (Not to exceed 10% of total of all other Phase I contract Bid Items)	1	LS	\$4,300.00	\$4,300.00	\$7,500.00	\$7,500.00	\$37,948.00	\$37,948.00	\$4,855.00	\$4,855.00	\$22,250.00	\$22,250.00	\$5,000.00	\$5,000.00
2	PHASE I TRAFFIC CONTROL (Not to exceed 8% of total of all other Phase I contract Bid Items)	1	LS	\$7,500.00	\$7,500.00	\$8,500.00	\$8,500.00	\$15,574.00	\$15,574.00	\$3,197.00	\$3,197.00	\$2,875.00	\$2,875.00	\$15,000.00	\$15,000.00
3	PHASE I STORM WATER BMP'S	1	ALL	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	DEMOLITION/UNCLASSIFIED EXCAVATION	8	CY	\$456.00	\$3,648.00	\$1,045.00	\$8,360.00	\$1,136.00	\$9,088.00	\$1,087.00	\$8,696.00	\$460.00	\$3,680.00	\$1,030.25	\$8,242.00
5	CONSTRUCT TYPE A2 CURB OVER 6" CMB	12	LF	\$171.00	\$2,052.00	\$415.00	\$4,980.00	\$242.00	\$2,904.00	\$134.00	\$1,608.00	\$172.50	\$2,070.00	\$339.33	\$4,071.96
6	CONSTRUCT 4" PCC SIDEWALK OVER 3" CMB	160	SF	\$34.15	\$5,464.00	\$25.00	\$4,000.00	\$55.00	\$8,800.00	\$26.00	\$4,160.00	\$34.50	\$5,520.00	\$40.15	\$6,424.00
7	CONSTRUCT 4" PCC CURB RAMP OVER 3" CMB	1	EA	\$11,379.00	\$11,379.00	\$17,570.00	\$17,570.00	\$14,998.00	\$14,998.00	\$14,708.00	\$14,708.00	\$11,500.00	\$11,500.00	\$16,483.00	\$16,483.00
8	REMOVE EXISTING AND CAST IN PLACE 3' X 4' DECTABLE WARNING SURFACE	3	EA	\$10,242.00	\$30,726.00	\$1,845.00	\$5,535.00	\$2,307.00	\$6,921.00	\$1,918.00	\$5,754.00	\$10,350.00	\$31,050.00	\$1,818.00	\$5,454.00
9	REMOVE EXISTING AND INSTALL STRIPING, SIGNING AND PAVEMENT MARKINGS	1	LS	\$29,470.00	\$29,470.00	\$16,590.00	\$16,590.00	\$15,574.00	\$15,574.00	\$17,266.00	\$17,266.00	\$29,782.00	\$29,782.00	\$16,362.00	\$16,362.00
10	NEW TRAFFIC SIGNAL AT WHITTIER BOULEVARD AND 6TH STREET	1	LS	\$403,994.00	\$403,994.00	\$426,324.00	\$426,324.00	\$412,747.00	\$412,747.00	\$457,383.00	\$457,383.00	\$451,574.00	\$451,574.00	\$526,583.00	\$526,583.00
11	PHASE II MOBILIZATION (Not to exceed 10% of total of all other Phase II contract Bid Items)	1	LS	\$3,500.00	\$3,500.00	\$8,500.00	\$8,500.00	\$5,538.00	\$5,538.00	\$2,878.00	\$2,878.00	\$7,087.00	\$7,087.00	\$5,000.00	\$5,000.00
12	PHASE II TRAFFIC CONTROL (Not to exceed 8% of total of all other Phase II contract Bid Items)	1	LS	\$2,243.00	\$2,243.00	\$10,500.00	\$10,500.00	\$4,269.00	\$4,269.00	\$3,197.00	\$3,197.00	\$2,334.50	\$2,334.50	\$10,000.00	\$10,000.00
13	PHASE II STORM WATER BMP'S	1	ALL	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
14	COLD MILL AC PAVEMENT, 2" DEPTH	4944	SF	\$3.50	\$17,304.00	\$7.00	\$34,608.00	\$3.50	\$17,304.00	\$7.00	\$34,608.00	\$3.45	\$17,056.80	\$6.66	\$32,927.04
15	CONSTRUCT 2" AC PAVEMENT OVERLAY (TYPE C2-PG, 64-10)	61	TON	\$285.00	\$17,385.00	\$420.00	\$25,620.00	\$498.00	\$30,378.00	\$435.00	\$26,535.00	\$387.50	\$23,637.50	\$453.80	\$27,681.80
16	INSTALL DECORATIVE CROSSWALK	1	ALL	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
TOTALS					\$598,965.00		\$638,587.00		\$642,043.00		\$644,845.00		\$670,416.80		\$739,228.80



ITEM # 13

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

**SUBJECT: APPROVE SUBMISSION OF AN APPLICATION TO THE CALRECYCLE
ILLEGAL DISPOSAL SITE ABATEMENT GRANT PROGRAM**

DATE: October 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize staff to submit a grant application through the California Department of Resources Recycling and Recovery (CalRecycle), which administers the Illegal Disposal Site Abatement Grant Program, for additional fencing and site remediation of illegal dumping along Bluff Road between Washington Boulevard and Mines Avenue; and
2. Authorize the City Manager to execute all applicable documents in good faith; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

CalRecycle's Illegal Disposal Site Abatement Grant Program provides financial assistance to help public entities accelerate the pace of cleanup and restore sites from widespread illegal dumping of solid waste. CalRecycle has \$1,000,000 available for each fiscal year. Eligible applicants can apply for up to \$500,000 per fiscal year.

Due to the competitive nature of this grant and minimal available funding, staff seek to submit an application requesting \$120,000 for additional fencing and cleanup of solid waste sites where remediation is necessary to protect public health and safety or the environment. The recommended actions have no fiscal impact. Should the City be successful in receiving a grant award, Staff will return to City Council to appropriate the funding.

BACKGROUND/DISCUSSION:

CalRecycle's program includes eligible projects for solid waste cleanup of sites where cleanup is needed to protect public health and safety and the environment. Eligible costs include security measures such as fences, barriers, warning signs, and other measures to prevent recurring illegal dumping at the remediated sites. The application deadline for the Fiscal Year 2025-26 applications is October 15, 2025.

City Council approved an agreement at the August 13, 2025 meeting for the Rio Hondo Coastal Spreading Grounds Fence Replacement Project (CP 884). The focal point of the project is the replacement of chain link fencing along the Rio Hondo Coastal Spreading Grounds on Bluff Road between Sycamore Street and Mines Avenue. Several reasons for the replacement of the fence were that the fence was dilapidated and was not serving its intended purpose of securing the public right of way. The project will replace the existing fence with a wrought iron fence that will result in aesthetic and safety improvements in the community.

Due to a rise in material and labor costs, the construction contract will install fencing on Bluff Road from Sycamore Avenue to Washington Boulevard and approximately 800-feet north of Washington Boulevard. If successful, the grant funding will allow for additional fence construction and site remediation along Bluff Road.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends City Council approve submission of a grant application to the California Department of Resources Recycling and Recovery's (CalRecycle) Illegal Disposal Site Abatement Grant Program for the construction of additional fencing and site remediation of illegal dumping along Bluff Road, between Washington Boulevard and Mines Avenue.

ATTACHMENT(S)

None



ITEM # 14

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **AWARD AGREEMENT NO. 4410 TO ALL AMERICAN ASPHALT FOR THE FISCAL YEAR 2024-25 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT (CP 938)**

DATE: October 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Agreement No. 4410 to All American Asphalt for the Fiscal Year 2024-25 SB1 Rubberized Asphalt Street Enhancement Project (CP 938) as the lowest, most responsive and responsible bidder for the amount of Three Million, Eight-Hundred Seventy-Five Thousand, Seven Hundred Seventy – Four Dollars (\$3,875,774); and
2. Approve a 10% contingency of \$387,577; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$375,774 in Account No. 220-99-7117 (Measure R, Non-Departmental, Improvements Other Than Building – Paving the Way) and by \$387,577 in Account No. 215-99-7117 (Proposition C , Non-Departmental, Improvements Other Than Building – Paving the Way); and
4. Authorize the City Manager to execute Agreement No. 4410 (Attachment A) and all applicable change orders in good faith; and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff recommend awarding Agreement No. 4410 to All American Asphalt as the lowest, most responsive and responsible bidder for the amount of \$3,875,774. Additionally, a 10% construction contingency of \$387,577 is requested in the event of any unforeseen unaccounted costs, risks, events, or changes in scope that may affect the project's cost

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 8, 2025

Page 2 of 4

over the course of its life, bringing the total not-to-exceed amount to \$4,263,351.

The recommended action includes amending the Fiscal Year 2025-26 Capital Improvement Program (CIP) budget by increasing appropriations by \$375,774 in Account No. 220-99-7117 (Measure R, Non-Departmental, Improvements Other Than Building – Paving the Way) and \$387,577 in Account No. 215-99-7117 (Proposition C, Non-Departmental, Improvements Other Than Building – Paving the Way). It is important to note that \$3,500,000 has been appropriated in FY 2025-26 for this project, utilizing Senate Bill (SB) 1 Road Maintenance and Rehabilitation Act (RMRA) and Paving the Way Bond – Measure R funds.

Additionally, staff requests authorization for the City Manager to execute all contract change orders that are approved and negotiated in good faith by the Director of Public Works and the Construction Manager.

BACKGROUND/DISCUSSION:

On August 13, 2025, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for FY 2024-25 SB1 Rubberized Asphalt Street Enhancement Project (CP 938). The focal point of the project is to repave/resurface the following street segments:

	STREET	FROM	TO
1	1 st Street	Poplar Way	Whittier Boulevard
2	Via Campo	Garfield Avenue	Gerhart Avenue
3	Vail Avenue	Beverly Boulevard	Washington Boulevard
4	Madison Avenue	Vail Avenue	Wilcox Avenue
5	18 th Street	Beverly Boulevard	Whittier Boulevard
6	16 th Street	Cleveland Avenue	Madison Avenue
7	Cleveland Avenue	Maple Avenue	Montebello Boulevard
8	Via Val Verde	Concourse Avenue	Beverly Boulevard
9	Maple Avenue	Loma Road	Westmoreland Drive
10	Perry Avenue	Germain Drive	Westmoreland Drive

The NIB was published on August 14, 2025, in a newspaper of general circulation. Bidders accessed the contract specifications via PlanetBids. Bids were received electronically via PlanetBids on October 10, 2025. The following is the tabulation based on the lowest to the highest bids received:

	Contractors	Bid Totals
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CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 8, 2025

Page 3 of 4

1	All American Asphalt	\$3,875,774
2	Onyx Paving Co, Inc.	\$3,963,000
3	Toro Enterprises, Inc.	\$4,189,360
4	LCR Earthwork & Engineering, Corp	\$4,215,780
5	Excel Paving Co	\$4,258,957
6	RJ Nobel Co	\$4,264,148
7	Hardy & Harper, Inc.	\$4,335,000
8	Sully-Miller Contracting Co	\$4,421,000
9	RCCI Co	\$4,652,839
10	Calmex Engineering, Inc	\$4,704,913

The bid analysis was conducted to ensure that the lowest, most responsive and responsible bid met all state and local requirements. Based on the review, Staff recommend awarding All American Asphalt the agreement (Attachment A) as the lowest, most responsive and responsible bidder. The remaining bid proposals are available in the City Clerk's Office for review and the itemized bid results for comparative analysis are included in Attachment B.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council award Agreement No. 4410 to All American Asphalt for the FY 2024-25 SB 1 Rubberized Asphalt Street Enhancement Project (CP 938) for \$3,875,774. Additionally, staff is requesting \$387,577 in construction contingency in the event of any unforeseen unaccounted costs, risks, events, or changes that may affect the project's cost. It is also recommended that City Council amend the adopted Fiscal Year 2025-26 Budget by increasing appropriations by \$375,774 in Account No. 220-99-7117 (Measure R Local, Non-Departmental, Improvements Other Than Building – Paving the Way) and \$387,577 to Account No. 215-99-7117 (Proposition C, Non-Departmental, Improvements Other Than Building – Paving the Way). Recommended actions include

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 8, 2025

Page 4 of 4

City Council authorizing the City Clerk's Office to release all-other bidders' bonds; and authorizing the City Manager to execute the contract and all change orders in good faith.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4410 - All American Asphalt (CP 938)
2. Attachment B - Bid Results CP 938

**PUBLIC WORKS AGREEMENT NO. 4410
WITH ALL AMERICAN ASPHALT**

THIS STANDARD PUBLIC WORKS AGREEMENT ("AGREEMENT") is made and entered into on October 8, 2025, ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and ALL AMERICAN ASPHALT, a California corporation ("CONTRACTOR"). The CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids on August 14, 2025, for the FY 2024-25 SB1 Rubberized Asphalt Street Enhancement Project – CP 938 ("PROJECT").

WHEREAS, on October 8, 2025, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, the ("CONTRACT DOCUMENTS") for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, CONTRACTOR's Bid for the PROJECT, Scope of Work, general specifications and all referenced specifications, details, standard drawings, and appendices, together with this Agreement and all required bonds, and insurance certificates. All of the CONTRACT DOCUMENTS are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

b. In case any of the CONTRACT DOCUMENTS conflict with each other, the order of preference for the CONTRACT DOCUMENTS is:

1. This AGREEMENT and its Exhibits and or Attachments, including any and all addenda or supplemental agreements.
2. Appendices
3. Standard drawings
4. Details

STANDARD PUBLIC WORKS AGREEMENT NO. 4410

Page 2 of 14

5. Special Provisions, if any
6. Addendums
7. General Specifications and all referenced specifications
8. Bidders Proposal
9. Instructions to Bidders
10. Notice Inviting Sealed Bids

SECTION 2. THE WORK

For and in consideration of the payments and agreements to be made and performed by the CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

SECTION 3. TERM; AND TIME FOR COMPLETION

- a. This Agreement shall expire June 30, 2026, from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for an additional six (6) months upon such terms and conditions mutually agreed upon by the Parties in writing.
- b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed.

SECTION 4. COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total amount of **Three Million, Eight Hundred Seventy-Five Thousand, Seven Hundred Seventy-Four Dollars and Thirty-Four Cents (\$3,875,774.34)**, which is based on performing all of the work shown on Bidders Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein retain five percent (5%) of said price until said time as the provisions of SEC. 18 herein have been met.

4.1. Progress Payments

Progress Payments shall be made in accordance with Section 7 the General Provisions and the provisions of this Section 4.1. Upon receipt of a properly presented

payment request, the CITY shall process the payment request in accordance with Public Contract Code Section 20104.50. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR within seven (7) days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. The CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price apportionment of the labor and materials incorporated into the work under the Agreement during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 4.2 of this Agreement for retention of funds.

4.2. Retention of Funds

Progress payments shall be made in accordance with the provisions of Section 4.1 of this Agreement. In accordance with said section, the CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price in proportion to the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the CONTRACTOR within sixty (60) days after final acceptance of the work by the City Council of the CITY ("City Council"), after CONTRACTOR shall have furnished the CITY with a release of all undisputed Agreement amounts, if required by the CITY. In the event there are any claims specifically excluded by CONTRACTOR from the operation of the release, the CITY may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

4.3. Substitution of Securities

Pursuant to Public Contract Code Sec. 22300, CONTRACTOR shall be allowed to substitute securities for any moneys withheld by the CITY to ensure performance under an Agreement, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of the Agreement, the securities shall be returned to CONTRACTOR.

SECTION 5. UNDOCUMENTED WORKERS

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, hold harmless, indemnify

STANDARD PUBLIC WORKS AGREEMENT NO. 4410

Page 4 of 14

and defend CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

SECTION 6. NOTICE TO PROCEED

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **Ninety (90)** Working Days from the commencement thereof.

SECTION 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS

- a. CONTRACTOR shall, without disturbing the condition, notify the CITY in writing as soon as CONTRACTOR, or any SUB-CONTRACTOR, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
 1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.
- b. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- c. The CITY shall promptly investigate the reported conditions. If the CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, then the CITY shall issue a change order.
- d. In the event of a dispute between the CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SECTION 8. MISCELLANEOUS STATUTORY REQUIREMENTS

8.1. CONTRACTOR License.

CONTRACTOR shall possess a california CONTRACTOR's license type Class A for the performance of the Project.

8.2. Ineligible CONTRACTOR Prohibited.

Any CONTRACTOR or SUB-CONTRACTOR who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

8.3. Compliance with SB 854 Registration.

This PROJECT is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime CONTRACTOR or SUBCONTRACTOR may be awarded an Agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

8.4. Trench and Pipeline Safety.

If this Agreement is for more than \$25,000 and involves excavation of any trench five feet or more in depth, CONTRACTOR shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the CITY.

8.5. Utility Relocation.

The CITY is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. The CITY shall reimburse CONTRACTOR for any costs incurred in locating, repairing damage not caused by CONTRACTOR and removing or relocating such unidentified utility facilities, including equipment idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

8.6. Third Party Claims Notification.

The CITY shall timely notify CONTRACTOR in writing of any third party claims relating to the Agreement.

8.7. Unfair Business Practices Claims.

The CONTRACTOR or SUB-CONTRACTOR offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works Agreement or the sub-Agreement. This assignment shall be made and become effective at the time the CITY renders final payment to CONTRACTOR without further acknowledgment by the

parties. (Section 7103.5, California Public Contract Code.).

8.8. Day's Work.

CONTRACTOR acknowledges that under California Labor Code sections 1810 and following, eight (8) hours of labor constitutes a legal day's work. CONTRACTOR will forfeit as a penalty to CITY the sum of \$25.00 for each worker employed in the execution of this Agreement by CONTRACTOR or any SUB-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

8.9. Payroll Records.

CONTRACTOR shall maintain the certified payroll records required by Labor Codes Sec. 1776 and shall report such records directly to the California Labor Commissioner as required by Labor Code Sec. 1771.4. CONTRACTOR shall inform the CITY of the location of the records enumerated under Labor Code Sec. 1776, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

8.10. Employment of Apprentices.

Nothing in this Agreement prevents CONTRACTOR or any SUB-CONTRACTOR from employing properly registered apprentices in the execution of the Agreement. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that CONTRACTORS and SUBCONTRACTORS must submit Agreement award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that CONTRACTORS and SUB-CONTRACTORS must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice Agreements, may be employed on public works in apprenticeable occupations.

8.11. Records Audit

In accordance with Government Code, Section 8546.7, records of both the CITY and CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

SECTION 9. PREVAILING WAGES

STANDARD PUBLIC WORKS AGREEMENT NO. 4410

Page 7 of 14

a. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the applicable rates referred to in the CONTRACT DOCUMENTS.

b. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

SECTION 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

a. CONTRACTOR shall indemnify, defend with legal counsel approved by the CITY, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both the CITY and CONTRACTOR, or should the CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

b. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of the CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless the CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the CITY is shown to have been actively negligent and where the CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of the CITY.

SECTION 11. BONDS

- a. CONTRACTOR, before commencing said PROJECT, shall furnish and file with the CITY, a Performance Bond, or bonds in the sum of one hundred percent (100%) of the Agreement price thereof conditioned upon the faithful performance of this Agreement in the form attached hereto as Exhibit "B."
- b. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Payment Bond in the sum of 100% of the Agreement price, conditioned upon the payment of all labor and materials furnished in connection with this Agreement in the form attached hereto as Exhibit "C."

SECTION 12. INSURANCE REQUIREMENTS

- a. Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. The CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. CITY may make proof of loss if not made promptly by CONTRACTOR.
- b. Evidence of Insurance prior to commencement. CONTRACTOR shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: COL@montebelloca.gov

SECTION 13. LIQUIDATED DAMAGES

In addition, pursuant to the authority of California Public Contract Code Section 7102, the CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CONTRACTOR would be extremely difficult or impractical to determine in the event of a breach of this Agreement by the CONTRACTOR. Therefore, if the CONTRACTOR is determined to be liable for such unreasonable delays, the CONTRACTOR and its sureties shall be liable to the CITY for the sum of Five Hundred Dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. Such sum is liquidated damages and

STANDARD PUBLIC WORKS AGREEMENT NO. 4410

Page 9 of 14

shall not be construed as a penalty and may be deducted from payments due the Contractor if such delay occurs.

SECTION 14. DISPUTE RESOLUTION

14.1. Claims of \$375,000 or Less

a. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public Contract Code Sections 20104-20104.4. A summary of Sections 20104-20104.4 are as follows:

- (1) Informal negotiation between the CITY and CONTRACTOR.
- (2) Mediation with CONTRACTOR.
- (3) Court mandated Arbitration.
- (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

14.2 Public Contract Code 9204 Claims

CONTRACTOR shall comply with the procedure set forth in Public Contract Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the CITY under this Agreement. A summary of the provisions of Public Contract Code Section 9204 is as follows:

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
2. The CITY must respond within 45 days as to which claims are disputed and undisputed.
3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with the CITY.
4. After meet and confer, an disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

SECTION 15. TERMINATION.

15.1. Termination for Convenience.

The CITY may terminate this Agreement, in whole or in part, with thirty (30) days' written notice to CONTRACTOR when it is in the CITY's best interest. CONTRACTOR shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to the CITY to be paid the CONTRACTOR. If CONTRACTOR has any property in its possession

belonging to the CITY, CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. CONTRACTOR may terminate this Agreement, in whole, with ninety (90) days' written notice to the CITY.

15.2 Termination for Default.

If at any time CONTRACTOR is determined to be in material breach of the Agreement, a Notice of Potential Breach of Agreement shall be prepared by the CITY, and will be served upon CONTRACTOR and its sureties. If CONTRACTOR continues to neglect or refuses to comply with the Agreement or with the Notice of Potential Breach of Agreement to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Agreement for this Project.

15.3 Waiver of Remedies for any Breach.

In the event that the CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Agreement, such waiver by the CITY shall not limit the CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Agreement.

SECTION 16. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if CONTRACTOR for a period of three (3) calendar days after receipt of written demand from the CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS

STANDARD PUBLIC WORKS AGREEMENT NO. 4410

Page 11 of 14

CONTRACTOR hereby promises and agrees to comply with all provisions of all applicable state and federal laws in connection with the performance of its obligations under this Agreement.

SECTION 18. NOTICE OF COMPLETION

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to SEC. 4 hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

SECTION 19. AUTHORITY

Any person executing this Agreement on behalf of CONTRACTOR warrants and represents that he or she has the authority to execute this Agreement on behalf of CONTRACTOR and has the authority to bind CONTRACTOR to the performance of its obligations hereunder.

SECTION 20. ENTIRE AGREEMENT

This Agreement, including the Agreement Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Agreement between the CITY and the CONTRACTOR. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Agreement.

SECTION 21. ATTORNEY'S FEES AND COSTS

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SECTION 22. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent CONTRACTOR. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees

STANDARD PUBLIC WORKS AGREEMENT NO. 4410

Page 12 of 14

or agents, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall the CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Agreement.

SECTION 23. NOTICE

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

To the CITY:	City of Montebello Attn: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: RAlvarez@montebelloc.gov
With copy to:	City of Montebello – Department of Public Works Attn: Cesar Roldan, Public Works Director 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1462 Email: CRoldan@montebelloc.gov
To CONTRACTOR:	All American Asphalt Attn: Edward J. Carlson, Vice President Address: 400 East Sixth Street Corona, CA 92879 Phone: (951) 736-7600 Email: MLuer@allamericanasphalt.com Email: ECarlson@allamericanasphalt.com

An electronic communication ("Electronic Notice") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 24. PROHIBITION AGAINST ASSIGNMENT

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this

STANDARD PUBLIC WORKS AGREEMENT NO. 4410

Page 13 of 14

Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of the CITY.

SECTION 25. CUMULATIVE REMEDIES

The provisions of this Agreement are cumulative and in addition to and not in limitation of any rights or remedies available to the CITY.

SECTION 26. COUNTERPARTS

This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURE PAGE TO FOLLOW]

STANDARD PUBLIC WORKS AGREEMENT NO. 4410

Page 14 of 14

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date next to their respective officers duly authorized signatures in that behalf.

CITY OF MONTEBELLO
("CITY")

ALL AMERICAN ASPHALT
("CONTRACTOR")

By: _____
Raul Alvarez, City Manager

By: _____
Mark Luer, President

Date: _____

Date: _____

By: _____
Edward J. Carlson, Vice President

ATTEST:

Date: _____

Christopher Jimenez, City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Insurance Requirements
- Exhibit B – Performance Bond
- Exhibit C – Labor and Materials Payment Bond
- Exhibit D – Contractor's Proposal

EXHIBIT "A"

INSURANCE REQUIREMENTS

On or before beginning any of the work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Agreement.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

CONTRACTOR shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$5,000,000 aggregate.

Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000);

A combined single limit policy with aggregate limits in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Automobile Liability.

CONTRACTOR shall carry and maintain Automobile Liability Insurance which provides a minimum coverage of at least \$5,000,000 per accident for bodily injury and property damage.

3. Worker's Compensation.

CONTRACTOR shall carry and maintain worker's compensation in the amount of \$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by CONTRACTOR. To the extent that

CONTRACTOR utilizes any SUB-CONTRACTOR for the performance of any part of the work under this Agreement, CONTRACTOR shall require and assure that such SUB-CONTRACTOR also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Agreement.

4. Additional Insureds.

The CITY, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Agreement. An endorsement to this effect shall be delivered to the CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONTRACTOR. Such insurance shall be primary and noncontributory with any other insurance maintained by the CITY.

5. Notice of Cancellation.

CONTRACTOR agrees to oblige its insurance agent or broker and insures to provide CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

6. Severability Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

7. Qualifications of Insurer.

All policies of insurance shall be issued by an insurance company acceptable to the CITY and authorized to issue said policy in the State of California.

8. Approval of Insurer.

The insurance carrier providing the insurance shall be chosen by CONTRACTOR subject to approval by the CITY, provided that such approval shall not be unreasonably withheld.

9. Payment of Premiums.

All premiums on insurance policies shall be paid by CONTRACTOR making payment, when due, directly to the insurance carrier, or in a manner agreed to by the CITY.

10. Subrogation.

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the City of Montebello under all the required insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

11. Evidence of Insurance and Claims.

CONTRACTOR shall provide certificates of insurance to the CITY as evidence of insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. The CITY's Risk Manager must approve insurance certificates and endorsements prior to commencement of performance. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

EXHIBIT "B"
PERFORMANCE BOND
PUBLIC WORK
(CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the City of Montebello ("Obligee") have entered into a written Agreement, hereinafter called the Agreement, a copy of which is or may be attached hereto, dated the _____ day of _____, _____ referred to and made a part hereof for _____ and all appurtenant work in accordance with Project No. _____, which agreement requires the Principal to provide Oblige with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Oblige, in the sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its SUB-CONTRACTORS shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Agreement, and during the life of any guaranty required under the Agreement, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Agreement that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it

APPROVED AS TO FORM:

City Attorney

EXHIBIT "C"
Labor and Materials Payment Bond
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into an Agreement dated _____, _____, (the "Agreement") with the City of _____ (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

_____ and _____ all appurtenant work in accordance with the plans and specifications for Project No. _____, which requires Principal to file this bond to secure claims made under Civil Code Sections 9550-9554..

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, and all SUB-CONTRACTORS, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, which is 100% of the amount of the Agreement, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its SUB-CONTRACTORS, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work agreed to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Agreement, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and SUB-CONTRACTORS pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's

fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any Agreement, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the Agreement, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such Agreement or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations named in Civil Code Section 9100 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

EXHIBIT “D”
Contractor’s Proposal



ADDENDUM NO. 2

**FY 2024-25 SB 1 Rubberized Asphalt Street Enhancement Project
CP 938**

September 2, 2025

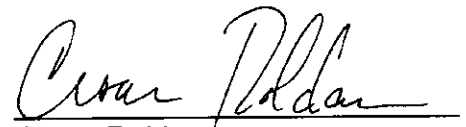
This notice comprises Addendum No. 2 to City of Montebello CP 938. This addendum provides the questions submitted by vendors and responses provided by the City.

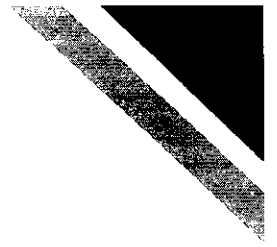
Please be advised of the following:

As part of Addendum No. 2, requesting to remove all references to the following,

“Creative Paving Solutions is an acceptable alternative for decorative portion of the scrambled crosswalk.
○ Creative Paving Solutions will layout, prep, coat, stripe, and seal approximately 4,587 sq ft of existing asphalt. Creative Paving Solutions will use GAF SB-150 and GAF Sealer Concentrate. See specifications for reference.”

This is not a part of this project.


Cesar Roldan/
Director of Public Works



ADDENDUM NO. 1

**FY 2024-25 SB 1 Rubberized Asphalt Street Enhancement Project
CP 938**

August 25, 2025

This notice comprises Addendum No. 1 to City of Montebello CP 938. This addendum provides the questions submitted by vendors and responses provided by the City.

Question 1. May you please provide an engineer's estimate?

Response- \$4,462,609.00

Question 2. What is the Engineer's Estimate on this project?

Response- \$4,462,609.00

Question 3. What is the Engineer's Estimate for this project?

Response- \$4,462,609.00

Question 4. Will the engineer's estimate be available?

Response- \$4,462,609.00

Question 5. Is appendix B required for the listed subs at the time of bid submission?

Response- Yes, all subs must be listed at the time of bid submission.

Question 6. Is there an engineer's estimate for this project?

Response- \$4,462,609.00

Question 7. Can you verify which locations have petromat on the plans?

Response- The Geotechnical report does not identify any Petromat (paving fabric).

Please be advised of the following:

As part of Addendum No. 1, there are updated plans and specifications to accommodate and align with improvements proposed in the Vail Avenue Interim Montebello At-Grade Railroad Safety Crossing Improvements Plans.

To summarize, changes made include:

- Extending pavement improvements.
- Including additional utility adjustments.
- Including proposed curb and gutter improvements within our project's limits to prevent slot cuts on new pavement.



MONTABELLO

- Including new construction notes for two-coat paint for limits of the rail crossing project.
- These updates resulted in minor modifications to sheets C6-C8 and C18-C19. Updated plans attached.
- Increases to quantities to bid items 4, 10, 19, 23, 25, 26, 27, 29 as reflected in the updated specifications on Pages C3-C4 (Attached).
- Updating language in technical provision for bid item 33 on page BD39 in the updated specifications attached.
- Changes made to plans are bubbled and changes made to specifications are highlighted in the attached.
- Creative Paving Solutions is an acceptable alternative for decorative portion of the scrambled crosswalk.
 - Creative Paving Solutions will layout, prep, coat, stripe, and seal approximately 4,587 sq ft of existing asphalt. Creative Paving Solutions will use GAF SB-150 and GAF Sealer Concentrate. See specifications for reference.


Cesar Roldan
Director of Public Works

PROPOSAL
FOR
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
C.P. No. 938

IN THE CITY OF MONTEBELLO

TO THE CITY OF MONTEBELLO, as AGENCY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the engineer. All bids will be compared on the basis of the Engineer's estimated quantities of work to be performed.

The contractor's attention is directed to both sec. 7-3.5.2 "Increases of more than 25 percent" and sec. 7-3.5.3 "Decreases of more than 25 percent" of the Standard Specifications which have been eliminated and are replaced by the following:

No adjustments for any unit bid price for any quantity that will vary by more than 25% will be allowed.

The bidder agrees that in case of not executing the required contract with necessary bonds within ten (10) working days, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his/her bid shall become the property of the City of Montebello.

The bidder also certifies that the bid is a balanced bid. In accordance with section 7028.15 of the California Business and Professions Code, the undersigned certifies under penalty of perjury that the foregoing is true and correct.

BID PROPOSAL
FOR
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
C.P. No. 938
IN THE CITY OF MONTEBELLO

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of Montebello, California, in accordance with the specifications for the unit price set forth in the following items:

BASE BID ITEMS:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	1	\$ 100,000.00	\$ 100,000.00
2	Traffic Control	LS	1	\$ 155,000.00	\$ 155,000.00
3	Cold Mill Existing Asphalt Concrete (AC) Pavement (2" depth)	SF	527,323	\$0.38	\$ 200,382.74
4	Cold Mill Existing Asphalt Concrete (AC) Pavement (3" depth)	SF	387,272	\$ 0.57	\$ 220,745.04
5	Sawcut and Remove Existing AC Pavement, Base, Subbase and Native Soil to Provide Clear Depth	CY	579	\$ 175.00	\$ 101,325.00
6	Prune Tree Roots and Install Root Barriers	EA	6	\$ 1,180.00	\$ 7,080.00
7	Sawcut and Remove Existing Concrete Sidewalk	SF	546	\$5.00	\$ 2,730.00
8	Sawcut and Remove Existing Concrete Curb Ramp	EA	1	\$2,500.00	\$ 2,500.00
9	Sawcut and Remove Existing Concrete Curb or Curb and Gutter	LF	198	\$ 35.00	\$ 6,930.00
10	Remove and Haul away Existing Sign, Post and its Appurtenances	EA	1	\$ 600.00	\$ 600.00
11	Remove and Reconstruct Existing AC Speed Hump	EA	6	\$ 5,750.00	\$ 34,500.00
12	Remove and Haul away Existing Metal Traffic Device System	EA	1	\$3,300.00	\$ 3,300.00

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
13	Sawcut and Remove Existing Concrete Alley Intersection	SF	281	\$ 15.00	\$ 4,215.00
14	Sawcut and Remove Existing Concrete Cross Gutter	SF	1,346	\$ 15.00	\$ 20,190.00
15	Sawcut and Remove Existing Concrete Longitudinal Gutter	SF	809	\$ 15.00	\$ 12,135.00
16	Sawcut and Remove Existing PCC Pavement	SF	17,573	\$5.00	\$ 87,865.00
17	Construct Concrete Sidewalk (4"-Thick)	SF	412	\$ 20.00	\$ 8,240.00
18	Construct Concrete Curb Ramp	EA	1	\$10,000.00	\$ 10,000.00
19	Construct Concrete Curb or Curb & Gutter	LF	180	\$100.00	\$ 18,000.00
20	Construct Concrete Alley Intersection	SF	564	\$30.00	\$ 16,920.00
21	Construct Concrete Cross Gutter	SF	2,291	\$ 30.00	\$ 68,730.00
22	Construct Concrete Longitudinal Gutter	SF	809	\$ 25.00	\$ 20,225.00
23	Provide and Place 6"-Thick Crushed Miscellaneous Base (CMB)	CY	715	\$ 100.00	\$71,500.00
24	Construct 2"-Thick AC Base Course	TON	221	\$ 245.00	\$ 54,145.00
25	Construct 1"-Thick AC Leveling Course	TON	2,433	\$130.00	\$ 316,290.00
26	Construct 2"-Thick ARHM Overlay	TON	11,469	\$130.00	\$1,490,970.00
27	Provide and Place Paving Fabric over AC Leveling Course	SY	31,344	\$3.24	\$101,554.56
28	Construct Concrete Pavement 8"-Thick	SF	17,191	\$12.00	\$ 206,292.00
29	Adjust Existing Storm Drain/ Sewer/ Utility Manhole Frames and Covers to Finished Grade	EA	130	\$ 1,350.00	\$ 175,500.00
30	Adjust Existing Traffic Signal Pull Box and Cover to Finished Grade, Replace Broken Cover/Box	EA	1	\$2,350.00	\$ 2,350.00
31	Construct 2" x 6" Redwood Header	LF	43	\$100.00	\$4,300.00
32	Furnish and Install Traffic Signal Loop Detectors and Connect to DLC	EA	54	\$ 590.00	\$ 31,860.00
33	Traffic Signing, Striping, Markings, House Address and Curb Painting	LS	1	\$150,000.00	\$ 150,000.00
34	Furnish and Install Solar Powered Reflective (Flashing LED) Stop Sign	EA	2	\$ 3,200.00	\$ 6,400.00
35	Traffic Signal Modification at the Intersection of Via Campo and Findlay Avenue	LS	1	\$92,000.00	\$ 92,000.00
36	Furnish and Install Public Improvement Project Signs	EA	2	\$ 2,000.00	\$ 4,000.00

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
37	Construction Survey, Staking, Re-establish Survey Monuments and Centerline Ties	LS	1	\$57,000.00	\$ 57,000.00
38	Provide Material Testing Services as Directed by the Engineer - Allowance	LS	1	\$10,000.00	\$ 10,000.00
TOTAL AMOUNT BID IN FIGURES					\$ 3,875,774.34

TOTAL AMOUNT BID IN WORDS THREE MILLION EIGHT HUNDRED SEVENTY FIVE THOUSAND SEVEN HUNDRED

SEVENTY FOUR DOLLARS AND THIRTY FOUR CENTS Dollars


 Bidder's Signature _____ Title Edward J. Carlson, LP
All American Asphalt
 Company Name _____

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

**Contact will be awarded to the most responsive and lowest responsible bidder based on the amount contained in the "TOTAL AMOUNT BASE BID SCHEDULE".*

DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

The City of Montebello cannot permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project.

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Division 5, Title 1 of the California Public Contract Code) and any amendments thereof, each bidder shall set forth below: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the prime contractor shall be deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his/her original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

California Public Contract Code 7104

Contractor shall, in any activity involving trenching more than four feet deep, notify the Engineer of hazardous materials, subsurface or latent physical site conditions different from those indicated and any unusual site conditions. Contractor shall, in contracts exceeding \$25,000, provide detailed plans for trenches or excavations of five feet or more in depth. Cal. Lab. Code § 6705.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS, OR EQUIPMENT
Case Land Surveying 614 N. Eckhoff Street Orange, CA 92868 714-628-8948 L5411 1000001533	survey
DB ELECTRIC 951-207-2998 7056 ARCHIBALD AVE SUITE 102-404 1010474 EASTAVLE, CA 92880 1000909891	electrical
J&S STRIPING 909-947-8073 1544 S VINEYARD AVE 538211 ONTARIO, CA 91761 100006912	STRIPE
Rubberized Crackfiller Sealant, Inc 800 E WALNUT AVE 99887 FULLERTON, CA 92831 714-843-5192 1000010726	CRACKFILL
Smithson Electric 1938 E KATELLA AVE 714-997-9556 614518 ORANGE, CA 92867 1000001610	LOOPS
V&E Tree Service 2425 N BATAVIA ST 714-997-0903 654506 ORANGE, CA 92865 1000001936	ROOT PRUNE

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the Public Works Director.

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. CITY OF IRIVINE 1 CIVIC CENTER PLAZA, IRVINE, CA 92606
Name and Address of Agency
STACY DELONG 949-724-7365
Name and telephone number of person familiar with project

<u>7,869,222.00</u>	<u>JAMBOREE PAVEMENT REHABILITATION</u>	<u>12/2024</u>
Contract amount	Type of work	Date completed
2. CITY OF DUARTE 1600 HUNTINGTON DR DUARTE, CA 91010
Name and Address of Agency
BRAIN CHAU 626-357-7938
Name and telephone number of person familiar with project

<u>1,199,199.00</u>	<u>FY23-24 STREET REHAB PROJECT 24-3</u>	
Contract amount	Type of work	Date completed
3. CITY OF NORWALK 12700 NORWALK BLVD NORWALK, CA 90650
Name and Address of Agency
GLEN W.C. KAU 562-929-5723
Name and telephone number of person familiar with project

<u>7,869,222.00</u>	<u>LOCAL STREETS REHAB PROGRAM PHASE II ZONE 19</u>	<u>12/2024</u>
Contract amount	Type of work	Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

N/A

2024

PAST WORK REFERENCES

City of Riverside
3900 Main St.
Riverside, CA 92522
Contact: Mark Mesen (951) 826-5311
mmensen@riversideca.gov

SB-1 St. Improvement
Contract Amount: \$8,965,842.76
Start Date: 4/2023
End Date: 1/2024

Lewis Management Corporation
1156 N. Mountain Ave.
Upland, CA 91786
Contact: Daniel Coburn (909) 985-0971
Daniel.coburn@lewismc.com

Haven Avenue and Fourth Street Improvements
Contract Amount: \$1,338,174.90
Start Date: 6/2023
End Date: 7/2024

City of Irvine
1 Civic Center Plaza
Irvine, CA 92606
Contact: Stacy Delong (949) 724-7365
sdelong@cityofirvine.org

Jamboree Pavement Rehabilitation
Contract Amount: \$7,869,222.00
Start Date: 6/2023
End Date: 12/2024

City of Duarte
1600 Huntington Dr.
Duarte, CA 91010
Contact: Brian Chau (626) 357-7938
bchau@accessduarte.com

FY 23-24 Street Rehabilitation
Project 24-3
Contract Amount: \$1,199,199.00
Start Date: 4/2024
End Date: 12/2024

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Contact: Glen W.C. Kau (562) 929-5723
gkau@norwalkca.gov

Local Streets Rehab Program Ph II
Zone 19
Contract Amount: \$7,869,222.00
Start Date: 6/2023
End Date: 12/2024

2024

PAST WORK REFERENCES

City of Monterey Park
320 W Newmark Ave.
Monterey Park, CA 91754
Contact: Anthony Bendezy (626) 307-1283
abendezy@montereypark.ca.gov

2023-24 Street Rehabilitation Various Locations
Contract Amount: \$1,498,887.89
Start Date: 9/2023
End Date: 12/2024

Lennar Homes
4140 Temescal Canyon RD#410
Corona, CA. 92883
Contact: Tom Ontiveros (951) 817-3595
Thomas.ontiveros@Lennar.com

Goetz Road Improvements
Contract Amount: \$1,322,050.15
Start Date: 5/2024
End Date: 12/2024

City of El Monte
11333 Valley Blvd.
El Monte, CA 91731
Contact: Kevin Ko (626) 580-2058
Kko@elmonteca.gov

Lower Azusa RD St. Improvements
Contract Amount: \$2,194,194.00
Start Date: 5/2024
End Date: 12/2024

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Contact: Cristina Oquendo (714) 754-5015
cristina.oquendo@costamesaca.gov

Placentia Ave. W 19th St & E 19th St. Pavement
Rehabilitation 22-08
Contract Amount: \$2,745,547.20
Start Date: 2/2023
End Date: 7/2024

City of Corona
400 S. Vicentia Ave.
Corona, CA 92882
Contact: Ismael Rivera (951) 736-2400
Ismael.Rivera@CoronaCA.gov

Citywide Street Pavement Rehabilitation Project ST-
2101-01
Contract Amount: \$14,236,115.51
Start Date: 12/2023
End Date: 7/2025

2023

PAST WORK REFERENCES

City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354
Manhattan Beach, CA 90266
Contact: Jarb Thaipetr (909) 799-2811
jthaipetr@lomalinda-ca.gov

Pavement Rehab. at Various Locations
Contract Amount: \$1,476,363.00
Start Date: 9/2023
End Date: 12/2023

Euclid Land Venture, LLC
4450 Macarthur Blvd., Ste 100
Newport Beach, CA 92693
Contact: Scott Kendall (949) 783-5341
khaymes@ranchomv.com

Merrill Ave. Street Widening
Contract Amount: \$915,915.00
Start Date: 4/2022
End Date: 2/2023

City of Aliso Viejo
12 Journey Ste #100
Aliso Viejo, Va 92656
Contact: Shaun Pelletier (949) 425-2531
spelletier@avcity.org

FY22-23 Slurry Seal & Rehab Project
Contract Amount: \$1,595,650.00
Start Date: 5/2022
End Date: 5/2023

RMV Realty, Inc.
28811 Ortega HWY
San Juan Capistrano, CA 92693
Contact: Jeff Ford (949) 413-8899
jford@ranchomv.com

PA 3.2A Street Improvement
Contract Amount: \$1,244,244.00
Start Date: 4/2022
End Date: 8/2023

City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 91754
Contact: Anthony Bendezy (626) 307-1283
abendezy@montereypark.ca.gov

2023 Street Rehabilitation Project
Contract Amount: \$6,865,699.00
Start Date: 8/2023
End Date: 12/2023

2023

PAST WORK REFERENCES

City of Fullerton
303 W. Commonwealth Ave
Fullerton, CA 92632
Contact: Joseph Hernandez (714) 773-0049
JHernandez@cityoffullerton.com

Brookhurst Rd., SR91 St. Rehab
Contract Amount: \$325,825.00
Start Date: 5/2023
End Date: 12/2023

City of Ontario
303 East B Street
Ontario, CA 91764
Contact: Leonard Lui (909) 295-2401
LLui@ontarioca.gov

2023 Fall Pavement Rehabilitation Project
Contract Amount: \$4,569,222.00
Start Date: 08/2023
End Date: 11/2023

City of Riverside
3900 Main St.
Riverside, CA 92522
Contact: Maria Lamping (951) 826-5146
mlamping@riversideca.gov

Permanent Trench Resurfacing
Contract Amount: \$455,150.00
Start Date: 1/2023
End Date: 6/2023

City of Ontario
825 East Third Street
San Bernardino, CA 92415
Contact: Samuel E. Nicorici (909) 387-7960
bdavis@newportbeachca.gov

Chino & Montclair Area Various Roads Overlay
Project
Contract Amount: \$5,639,575.88
Start Date: 9/2022
End Date: 7/2023

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Contact: Cristina Oquendo (714) 754-5015
cristina.oquendo@costamesaca.gov

Citywide Parkway Maintenance St. Rehab Slurry Seal
Project
Contract Amount: \$2,828,001.50
Start Date: 1/2022
End Date: 7/2023

2022

PAST WORK REFERENCES

City of Manhattan Beach
1400 Highland Ave.
Manhattan Beach, CA 90266
Contact: Bianca Cardenas (310) 802-5357
bcardenas@manhattanbeach.gov

Slurry Seal of Central Area of Sands Section
Contract Amount: \$730,251.42
Start Date: 12/2021
End Date: 7/2022

RMV Realty, Inc.
28811 Ortega Hwy
San Juan Capistrano, CA 92693
Contact: Kelly Haymes
khaymes@ranchomv.com

Planning Area 3.1 Street Improvement
Contract Amount: \$3,996,996.00
Start Date: 4/2021
End Date: 4/2022

City of Westlake Village
31200 Oak Crest Dr.
Westlake Village, CA 91361
Contact: Roxanne Hughes (805) 890-8885
rhughes@willdan.com

Dales Dr. and Parkridge Ave Street Improv. Amount:
\$1,025,336.00
Start Date: 5/2022
End Date: 6/2022

City of Burbank
275 E Olive
Burbank, CA 91502
Contact: Artin Megerdichian (818) 238-3942
amegerdichian@burbankca.gov

Local Residential St. Improv. Project
Contract Amount: \$7,761,320.00
Start Date: 1/2022
End Date: 12/2022

City of Highland
27215 Base Line St.
Highland, CA 92346
Contact: Amanda Perez (909) 864-6861
aperez@cityofhighland.org

Pavement Management Program
Contract Amount: \$2,082,099.00
Start Date: 10/2021
End Date: 12/2022

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name All American Asphalt

Business Address: 400 East Sixth Street Corona, CA 92879

Telephone 951-736-7600

State Contractor's License No. and Class: 267073 A,C-12

Original Date Issued 1/19/71 Expiration Date 1/31/2026

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

N/A

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

N/A

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 20 day of August, 2025.

BIDDER All American Asphalt

X



Edward J Carlson, Vice President

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.



Signature of Contractor's Representative

Edward J Carlson

Printed Name

Vice President

Title

Subscribed and sworn to this Please See Attached day of _____, 20____.

NOTARY PUBLIC _____

2CALIFORNIA JURAT**GOV CODE § 8202**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of RiversideSubscribed and sworn to (or affirmed) before
me on this 20th day of August, 2025.
Date MonthBy (1) Edward J. Carlson
Name of SignerProved to me on the basis of satisfactory evidence
be the person who appeared before me (.) (,)

(and

(2) N/A
Name of SignerProved to me on the basis of satisfactory evidence
be the person who appeared before me.)

Place Notary Seal Above

Signature

Handwritten signature of Kathryn Marconi in blue ink.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove
valuable to person relying on the document and could prevent
fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached DocumentTitle or Type of Document Proposal - City of Montebello
Bidder's InformationDocument Date: 08/20/2025 Number of Pages: Sixteen (16)Signer(s) Other Than Named Above: N/ARIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Note: The standard printed bid bond form of any bonding company acceptable to the City of Montebello may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Montebello are not in any way reduced by use of the surety company's printed standard form.

PROPOSAL GUARANTEE
BID BOND

FOR

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 938

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that All American Asphalt
_____, as BIDDER, and _____
Fidelity and Deposit Company of Maryland, as SURETY, are held and firmly
bound unto the City of Montebello, as AGENCY, in the penal sum of Ten Percent of Total Amount Bid -----

_____, dollars (\$ 10% of Bid -----), which is ten percent of the
total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which
sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to
submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is
accepted and a contract is awarded and entered into by BIDDER in the manner and time specified,
then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor
of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this
19th day of August, 2025.

BIDDER* All American Asphalt - 400 East Sixth Street, Corona, CA 92879 - Phone: (951) 736-7600

Edward J. Carlson, Vice President

SURETY* Fidelity and Deposit Company of Maryland - 777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017

Austin Medina (213) 270-0600

Rebecca Haas-Bates
Rebecca Haas-Bates, Attorney-in-Fact

Subscribed and sworn to this _____ day of **Please See Attached**, 20____.

NOTARY PUBLIC _____

*Provide BIDDER/SURETY name, address and telephone number and the name, title, address
and telephone number of authorized representative.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

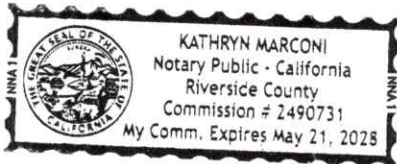
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On 08/20/2025 before me, Kathryn Marconi, Notary Public,
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathryn Marconi
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Bid Bond - City of Montebello

Document Date: 08/19/2025 Number of Pages: One (1)

Signer(s) Other Than Named Above: Rebecca Haas-Bates (Attorney in Fact)

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

☐ Individual

☒ Corporate Officer — Title(s): Vice President

☐ Partner ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

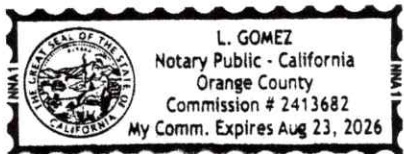
On 08/19/2025 before me, L. Gomez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *L. Gomez*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 08/19/2025
 Number of Pages: One(1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____
 Fidelity and Deposit Company of Maryland

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of August, 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfcliams@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 938

IN THE CITY OF MONTEBELLO

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes _____

No X _____

If the answer is yes, explain the circumstances in the space provided.

****N/A****

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

**PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK**

FOR

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 938

IN THE CITY OF MONTEBELLO

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of Montebello, or cash in the amount of _____
10% bidders bond

Dollars (\$ _____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Montebello within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

All American Asphalt

Bidder

Attachment B - Bid Results																							
FY 2024-2025 SBT RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT CP 938																							
Item No.	Description	Quantities	All American Asphalt		Orta Paving Co., Inc.		Toro Enterprises, Inc.		LOR Earthwork & Engineering, Corp		Excel Paving Co		RJ Nobel Co		Hardy & Harper, Inc.		Sully-Miller Contracting Co		RCOI Co		Calmech Engineering, Inc		
			Unit	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	1	LS	\$100,000.00		\$82,000.00		\$80,000.00		\$100,000.00		\$98,000.00		\$115,000.00		\$100,000.00		\$120,000.00		\$130,000.00		\$138,900.00	
2	Traffic Control	1	LS	\$155,000.00		\$155,000.00		\$333,000.00		\$285,000.00		\$280,000.00		\$437,889.00		\$180,000.00		\$160,000.00		\$296,411.20		\$310,000.00	
3	Cold Mix Existing Asphalt Concrete (AC) Pavement (2" depth)	627323	SF	\$0.38	\$200,382.74	\$0.33	\$174,016.59	\$0.47	\$247,841.81	\$0.35	\$184,563.05	\$0.45	\$237,295.35	\$0.46	\$242,568.58	\$0.40	\$210,929.20	\$0.43	\$226,748.89	\$0.55	\$290,027.65	\$0.35	\$184,563.05
4	Cold Mix Existing Asphalt Concrete (AC) Pavement (3" depth)	387,272	SF	\$0.57	\$220,745.04	\$0.44	\$170,399.68	\$0.68	\$265,999.52	\$0.45	\$174,272.40	\$0.65	\$251,728.80	\$0.42	\$162,654.24	\$0.55	\$212,999.60	\$0.52	\$201,381.44	\$0.65	\$251,728.80	\$0.53	\$205,254.18
5	Sawcut and Remove Existing AC Pavement, Base, Subbase and Native Soil to Provide Clear Depth	579	CY	\$175.00	\$101,325.00	\$111.00	\$64,269.00	\$140.00	\$81,060.00	\$85.00	\$49,215.00	\$129.00	\$74,691.00	\$275.00	\$159,225.00	\$135.00	\$78,165.00	\$200.00	\$115,800.00	\$1.50	\$868.50	\$86.00	\$49,794.00
6	Prune Tree Roots and Install Root Barriers	6	EA	\$1,180.00	\$7,080.00	\$1,444.00	\$8,664.00	\$1,220.00	\$7,320.00	\$2,000.00	\$12,000.00	\$1,200.00	\$7,200.00	\$1,200.00	\$7,200.00	\$1,300.00	\$7,800.00	\$1,200.00	\$7,200.00	\$15,000.00	\$90,000.00	\$1,220.00	\$7,320.00
7	Sawcut and Remove Existing Concrete Sidewalk	546	SF	\$5.00	\$2,730.00	\$5.55	\$3,030.30	\$5.05	\$2,757.30	\$5.00	\$2,730.00	\$4.00	\$2,164.00	\$4.15	\$2,265.90	\$6.00	\$3,276.00	\$28.00	\$15,288.00	\$2.50	\$1,365.00	\$11.00	\$6,006.00
8	Sawcut and Remove Existing Concrete Curb Ramp	1	EA	\$2,500.00	\$2,500.00	\$3,693.00	\$3,693.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$2,400.00	\$2,400.00	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	\$1,500.00	\$1,500.00	\$6,465.00	\$6,465.00
9	Sawcut and Remove Existing Concrete Curb or Curb and Gutter	198	LF	\$35.00	\$6,930.00	\$37.00	\$7,326.00	\$50.00	\$9,900.00	\$20.00	\$3,960.00	\$34.00	\$6,732.00	\$52.00	\$10,296.00	\$50.00	\$9,900.00	\$95.00	\$18,810.00	\$30.00	\$5,940.00	\$32.00	\$6,336.00
10	Remove and Haul away Existing Sign, Post and its Appurtenances	1	EA	\$600.00	\$600.00	\$1,111.00	\$1,111.00	\$130.00	\$130.00	\$2,000.00	\$2,000.00	\$600.00	\$600.00	\$700.00	\$700.00	\$500.00	\$500.00	\$56.00	\$56.00	\$550.00	\$550.00	\$392.00	\$392.00
11	Remove and Reconstruct Existing AC Speed Hump	6	EA	\$5,750.00	\$34,500.00	\$4,800.00	\$28,800.00	\$1,655.00	\$9,930.00	\$3,000.00	\$18,000.00	\$3,000.00	\$18,000.00	\$4,500.00	\$27,000.00	\$5,500.00	\$33,000.00	\$3,000.00	\$18,000.00	\$5,500.00	\$5,850.00	\$35,100.00	\$35,100.00
12	Remove and Haul away Existing Metal Traffic Device System	1	EA	\$3,300.00	\$3,300.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00	\$2,500.00	\$2,500.00	\$1,900.00	\$1,900.00	\$18,000.00	\$18,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$550.00	\$550.00	\$3,450.00	\$3,450.00
13	Sawcut and Remove Existing Concrete Alley Intersection	281	SF	\$15.00	\$4,215.00	\$9.00	\$2,529.00	\$10.00	\$2,810.00	\$10.00	\$2,810.00	\$11.00	\$3,091.00	\$13.50	\$3,789.50	\$20.00	\$5,620.00	\$13.00	\$3,653.00	\$2.50	\$702.50	\$23.00	\$6,463.00
14	Sawcut and Remove Existing Concrete Cross Gutter	1346	SF	\$15.00	\$20,190.00	\$11.00	\$14,806.00	\$10.00	\$13,460.00	\$10.00	\$13,460.00	\$13.00	\$17,498.00	\$16.50	\$22,209.00	\$20.00	\$26,920.00	\$11.00	\$14,806.00	\$2.50	\$3,365.00	\$19.00	\$25,574.00
15	Sawcut and Remove Existing Concrete Longitudinal Gutter	809	SF	\$15.00	\$12,135.00	\$13.00	\$10,517.00	\$10.00	\$8,090.00	\$10.00	\$8,090.00	\$14.00	\$11,326.00	\$16.50	\$13,348.50	\$20.00	\$16,180.00	\$5.25	\$4,247.25	\$2.50	\$2,022.50	\$15.00	\$12,135.00
16	Sawcut and Remove Existing PCC Pavement	17,573	SF	\$5.00	\$87,865.00	\$6.00	\$105,438.00	\$5.50	\$96,651.50	\$10.00	\$175,730.00	\$8.00	\$140,584.00	\$7.25	\$127,404.25	\$10.00	\$175,730.00	\$3.25	\$57,112.25	\$2.50	\$43,932.50	\$8.40	\$147,613.20
17	Construct Concrete Sidewalk (4"-Thick)	412	SF	\$20.00	\$8,240.00	\$13.00	\$5,356.00	\$8.10	\$3,337.20	\$12.00	\$4,944.00	\$12.00	\$4,944.00	\$9.50	\$3,914.00	\$10.00	\$4,120.00	\$38.00	\$15,656.00	\$25.00	\$2,500.00	\$25.00	\$10,300.00
18	Construct Concrete Curb Ramp	1	EA	\$10,000.00	\$10,000.00	\$6,369.00	\$6,369.00	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$18,000.00	\$18,000.00	\$2,500.00	\$2,500.00	\$8,570.00	\$8,570.00
19	Construct Concrete Curb or Curb & Gutter	180	LF	\$100.00	\$18,000.00	\$82.00	\$14,760.00	\$68.00	\$12,240.00	\$85.00	\$11,700.00	\$89.00	\$16,020.00	\$72.00	\$12,960.00	\$100.00	\$18,000.00	\$95.00	\$17,100.00	\$38.00	\$6,840.00	\$46.00	\$8,280.00
20	Construct Concrete Alley Intersection	564	SF	\$30.00	\$16,920.00	\$22.00	\$12,408.00	\$15.00	\$8,460.00	\$15.00	\$8,460.00	\$18.00	\$10,152.00	\$18.00	\$10,152.00	\$15.00	\$8,460.00	\$26.00	\$14,664.00	\$25.00	\$14,100.00	\$25.00	\$14,100.00
21	Construct Concrete Cross Gutter	291	SF	\$30.00	\$8,730.00	\$24.00	\$6,984.00	\$23.00	\$6,669.00	\$16.00	\$4,560.00	\$18.00	\$4,560.00	\$25.00	\$7,275.00	\$25.00	\$7,275.00	\$18.00	\$5,400.00	\$25.00	\$6,250.00	\$17.00	\$4,965.00
22	Construct Concrete Longitudinal Gutter	809	SF	\$25.00	\$20,225.00	\$28.00	\$22,662.00	\$24.00	\$19,416.00	\$15.00	\$12,135.00	\$18.00	\$14,562.00	\$19.00	\$15,371.00	\$20.00	\$16,180.00	\$12.00	\$9,708.00	\$25.00	\$20,225.00	\$19.00	\$15,371.00
23	Provide and Place 6"-Thick Crushed Miscellaneous Base (CMB)	715	CY	\$100.00	\$71,500.00	\$82.00	\$58,630.00	\$145.00	\$103,675.00	\$85.00	\$60,225.00	\$162.00	\$115,830.00	\$110.00	\$78,650.00	\$130.00	\$92,950.00	\$88.00	\$62,920.00	\$50.00	\$35,750.00	\$247.00	\$176,605.00
24	Construct 1"-Thick AC Base Course	221	TON	\$245.00	\$54,145.00	\$252.00	\$55,792.00	\$135.00	\$29,835.00	\$220.00	\$48,620.00	\$200.00	\$40,600.00	\$220.00	\$48,620.00	\$300.00	\$66,300.00	\$250.00	\$55,000.00	\$180.00	\$39,780.00	\$470.00	\$103,870.00
25	Construct 1"-Thick AC Leveling Course	2433	TON	\$130.00	\$316,290.00	\$123.00	\$299,259.00	\$144.00	\$350,352.00	\$140.00	\$340,620.00	\$126.00	\$309,558.00	\$150.00	\$364,950.00	\$150.00	\$364,950.00	\$125.00	\$304,125.00	\$170.00	\$413,610.00	\$141.00	\$343,053.00
26	Construct 2"-Thick ARHM Overlay	1469	TON	\$130.00	\$1,490,970.00	\$128.00	\$1,469,032.00	\$140.00	\$1,605,660.00	\$135.00	\$1,548,315.00	\$132.00	\$1,513,908.00	\$150.00	\$1,720,350.00	\$135.00	\$1,548,315.00	\$140.00	\$1,605,660.00	\$155.00	\$1,777,695.00	\$141.00	\$1,617,129.00
27	Provide and Place Paving Fabric over AC Leveling Course	31344	SY	\$3.24	\$101,554.56	\$3.69	\$115,659.36	\$3.80	\$119,107.20	\$4.00	\$125,376.00	\$3.25	\$101,898.00	\$3.40	\$106,569.60	\$3.25	\$101,868.00	\$5.00	\$156,720.00	\$7.00	\$219,408.00	\$3.50	\$109,704.00
28	Construct Concrete Pavement 8"-Thick	17191	SF	\$12.00	\$206,292.00	\$13.00	\$223,483.00	\$10.00	\$171,910.00	\$15.00	\$257,865.00	\$9.00	\$154,719.00	\$10.25	\$176,207.75	\$16.00	\$275,056.00	\$6.75	\$116,039.25	\$26.00	\$446,966.00	\$32.00	\$550,112.00
29	Adjust Existing Storm Drain/ Sewer/ Utility Manhole Frames and Covers to Finished Grade	130	EA	\$1,350.00	\$175,500.00	\$1,369.00	\$177,970.00	\$1,400.00	\$182,000.00	\$1,100.00	\$143,000.00	\$1,300.00	\$169,000.00	\$1,300.00	\$169,000.00	\$1,400.00	\$182,000.00	\$1,800.00	\$234,000.00	\$870.00	\$113,100.00	\$1,360.00	\$176,800.00
30	Adjust Existing Traffic Signal Pull Box and Cover to Finished Grade, Replace Broken Cover/Box	1	EA	\$2,350.00	\$2,350.00	\$3,333.00	\$3,333.00	\$1,510.00	\$1,510.00	\$2,700.00	\$2,700.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$1,600.00	\$2,445.00	\$2,445.00	\$2,445.00
31	Construct 2" x 6" Redwood Header	43	LF	\$100.00	\$4,300.00	\$28.00	\$1,204.00	\$25.00	\$1,075.00	\$25.00	\$1,075.00	\$10.00	\$430.00	\$10.00	\$430.00	\$50.00	\$2,500.00	\$22.00	\$1,204.00	\$30.00	\$1,290.00	\$24.00	\$1,032.00
32	Furnish and Install Traffic Signal Loop Detectors and Connect to PLC	64	EA	\$590.00	\$31,860.00	\$639.00	\$34,506.00	\$610.00	\$32,940.00	\$750.00	\$48,000.00	\$580.00	\$31,320.00	\$600.00	\$32,400.00	\$600.00	\$32,400.00	\$693.00	\$37,422.00	\$750.00	\$48,000.00	\$670.00	\$36,180.00
33	Traffic Signage, Striping, Markings, House Address and Curb Painting	1	LS	\$150,000.00	\$150,000.00	\$163,000.00	\$163,000.00	\$155,000.00	\$155,000.00	\$306,000.00	\$306,000.00	\$152,000.00	\$152,000.00	\$155,000.00	\$155,000.00	\$150,000.00	\$150,000.00	\$165,000.00	\$165,000.00	\$305,000.00	\$305,000.00	\$174,000.00	\$174,000.00
34	Furnish and Install Solar Powered Reflective Flashing LED Stop Sign	2	EA	\$3,200.00	\$6,400.00	\$4,200.00	\$8,400.00	\$4,700.00	\$9,400.00	\$5,500.00	\$11,000.00	\$3,200.00	\$6,400.00	\$3,300.00	\$6,600.00	\$5,000.00	\$10,000.00	\$2,000.00	\$4,000.00	\$4,500.00	\$9,000.00	\$2,125.00	\$4,250.00
35	Traffic Signal Modification at the Intersection of Via Campo and Findlay Avenue	1	LS	\$92,000.00	\$92,000.00	\$111,000.00	\$111,000.00	\$165,000.00	\$165,000.00	\$170,000.00	\$170,000.00	\$165,000.00	\$165,000.00	\$140,000.00	\$140,000.00	\$150,000.00	\$150,000.00	\$100,000.00	\$100,000.00	\$158,000.00	\$158,000.00	\$96,800.00	\$96,800.00
36	Furnish and Install Public Improvement Project Signs	2	EA	\$2,000.00	\$4,000.00	\$2,800.00	\$5,600.00	\$1,100.00	\$2,200.00	\$3,000.00	\$6,000.00	\$950.00	\$1,900.00	\$800.00	\$1,600.00	\$3,500.00	\$7,000.00	\$8,000.00	\$16,000.00	\$3,500.00	\$7,000.00	\$850.00	\$1,700.00
37	Construction Survey, Staking, Re-establish Survey Monuments and Centerline Ties	1	LS	\$57,000.00	\$57,000.00	\$63,000.00	\$63,000.00	\$60,500.00	\$60,500.00	\$65,000.00	\$65,000.00	\$57,000.00	\$57,000.00	\$60,000.00	\$60,000.00	\$50,000.00	\$50,000.00	\$30,000.00	\$30,000.00	\$75,000.00	\$75,000.00	\$60,300.00	\$60,300.00
38	Provide Material Testing Services as Directed by the Engineer - Allowance	1	LS	\$10,000.00	\$10,000.00	\$35,473.07	\$35,473.07	\$10,000.00	\$10,000.00	\$60,000.00	\$60,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,0				



ITEM # 15

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: ACCEPTANCE OF THE PLAZA DRIVE PAVEMENT REHABILITATION PROJECT (CP 917) – NOTICE OF COMPLETION

DATE: October 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Accept the Plaza Drive Pavement Rehabilitation Project (CP 917) by All American Asphalt; and
2. Approve the final contract amount with All American Asphalt in the amount of \$354,181 including change orders; and
3. Approve the Final Total Project Budget (Attachment A); and
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and
5. Authorize the release of the retention payment of \$17,709 due to All American Asphalt following the mandatory waiting period from the date the Notice of Completion is recorded; and
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The final project budget, as detailed in Attachment A, indicated that the City Council previously approved \$456,446 — including a 10% construction contingency for change orders — for the Plaza Drive Pavement Rehabilitation Project (CP 917). Additionally, Attachment A shows total expenses for the project amounting to \$354,181. This leaves a remaining balance of \$102,265 in Proposition C Local Return Funds, which is available for reprogramming for other Capital Improvement Program (CIP) projects.

BACKGROUND/DISCUSSION:

On May 14, 2025, the City Council approved an agreement for \$414,951 with All American Asphalt for the Plaza Drive Pavement Rehabilitation Project (CP 917). Additionally, the city Council authorized the Director of Public Works to review and approve change orders within a 10% contingency amount of \$41,495, bringing the total not-to-exceed project budget to \$456,446. This project utilized Proposition C Local Return Funds.

This project rehabilitated the asphalt pavement on Plaza Drive between Montebello Boulevard and San Gabriel Boulevard due to its severe deterioration and critical role as a primary ingress and egress route for the Montebello Town Center and various bus routes. The project enhances transportation infrastructure and improves Americans with Disabilities Act (ADA) compliance. These efforts seek to improve the quality and safety of Plaza Drive for residents and commuters.

On August 21, 2025, the City secured an extended warranty letter (Attachment C) after All American Asphalt received a failed test result on the asphalt concrete during the material testing process. Although the material is expected to perform as intended under normal wear and tear, the warranty letter ensures that the contractor will provide necessary remediation if the material fails within two years.

The project was deemed substantially complete on October 8, 2025. Transtech, the engineering firm responsible for oversight and inspections, submitted inspection reports confirming that the work was completed satisfactorily and in full compliance with the contract specifications.

It is recommended that the City Council accept the project as satisfactory and complete pursuant to Civil Code Section 3093. Upon acceptance of the project, staff will file the "Notice of Completion" with the County Recorder's Office. Thirty-five (35) days after the recordation of the Notice of Completion by the County Recorder's Office, the City will release all applicable bonds and the retention if no Stop Notices are filed within the 35-day period.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is recommending that the City Council accept the Project as completed, approve the final Project budget and expenditures (Attachment A), including change orders, authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 8, 2025

Page 3 of 3

B) with the Los Angeles County Registrar-Recorder and authorize the City Manager to release the retention payment due to All American Asphalt following the mandatory waiting period from the date the Notice of Completion is recorded.

ATTACHMENT(S)

1. Attachment A - Final Total Project Budget (CP 917)
2. Attachment B - Notice of Completion
3. Attachment C - Asphalt Concrete Extended Warranty

PLAZA DRIVE PAVEMENT REHABILITATION PROJECT (CP 917)
TOTAL PROJECT BUDGET EXPENDITURES

Project Expenses	Final Cost
Invoice #1 (Includes Partial of Change Order #1)	\$ 307,126.32
Invoice #2 (Includes Partial of Change Order #1 & Change Order #2)	\$ 29,345.50
Retention Invoice	\$ 17,709.04
Change Order #1	\$ 62,570.34
Change Order #2	\$ 1,800.00
Total Project Cost:	\$ 354,180.86

Project Funding	Budget Amount
Awarded Construction Contract Amount (Awarded at the May 14, 2025 City Council Meeting)	\$ 414,951.00
Awarded Construction Contingency Amount (Awarded at the May 14, 2025 City Council Meeting)	\$ 41,495.00
Total Project Budget:	\$ 456,446.00

Project Remaining Balance \$ 102,265.14

Notes: The project was completed \$102,265.14 under budget and this amount will be made available for re-programming.

RECORDING REQUESTED BY

CITY OF MONTEBELLO
AND WHEN RECORDED MAIL TO

NAME CITY OF MONTEBELLO
CITY CLERK
STREET 1600 W Beverly Blvd.
ADDRESS
CITY Montebello,
STATE CA
ZIP 90640
SPACE ABOVE LINE FOR RECORDERS USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)
Notice is hereby given that:

- 1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- 2. The full name of the owner is City of Montebello
- 3. The full address of the owner is 1600 W Beverly Blvd., Montebello, CA 90640
- 4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

- 5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES ADDRESSES

- 6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES ADDRESSES

- 7. A work of improvement on the property hereinafter described was completed on October 8, 2025. The general scope of work consisted of enhancements to the transportation infrastructure and improves the path of travel in compliance with the American Disabilities Act (ADA).

- 8. The name of the contractor, if any, for such work of improvement was All American Asphalt.
May 14, 2025

(If no contractor for work of improvement as a whole, insert "None") (Date of Contract)

- 9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: Plaza Drive Pavement Rehabilitation Project CP 917

Director of Public Works / City of Montebello

(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion:
I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.
Executed on , 2025 at City of Montebello, Montebello, CA
(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

A notice of completion must be filed for record WITHIN 10 DAYS after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil Code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants in common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county and state.

As to paragraphs 7 and 8, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words "A work of improvement" from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundations for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs."

In paragraph 9, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.



ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

Attachment C

400 E. Sixth Street, P.O. BOX 2229, CORONA, CA 92878-2229
STATE CONTRACTORS LICENSE #267073-A

8/21/2025

City of Montebello

Re: Asphalt Concrete Extended Warranty
Plaza Drive Pavement Rehabilitation Project

All American Asphalt is in receipt of the failed test result for ARHM shipped and placed on the above referenced project; 7/27/2025.

In lieu of remedial action, the following proposal has been offered and accepted by the City of Montebello;

Extend the normal one-year warranty for an additional one year. This extended warranty shall cover any failures to the pavement during the warranty period that can be attributed to substandard ARHM. This warranty will ensure to The City that the material in question will function as intended under normal levels of wear and tear without noticeable defects.

All material testing within the two year warranty shall be the paid by the contractor for any dispute arising from the failed test. The material testing lab shall be independent of the contractor and mutually agreed upon by the City and contractor. The results of the material testing by the independent lab shall be final and the contractor shall abide by the lab recommendation for remediation should it be necessary

Sincerely,

Robert S. Schwartz
Technical Services Manager
All American Asphalt



ITEM # 16

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

**SUBJECT: APPROVE BLANKET PURCHASE ORDER WITH THE HOME DEPOT
FOR THE PURCHASE OF MAINTENANCE, REPAIR, OPERATING AND
INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES**

DATE: October 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve a blanket purchase order with The Home Depot for \$100,000 for the purchase of maintenance, repair, operating and industrial supplies and related products and services for Fiscal Year 2025-26; and
2. Approve issuance of a blanket purchase order to The Home Depot through the use of Omnia Partners cooperative agreement (Attachment A) as allowed by Montebello Municipal Code Chapter 3.20.050(F) – Cooperative Purchases; and
3. Authorize the City Manager to increase the not-to-exceed amount by \$50,000 (up to \$150,000) as needed for Fiscal Year 2025-26; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Funding for the purchases made through the proposed blanket purchase order will be drawn from existing, budgeted appropriations within the operating budgets of the various departments utilizing the contract. No additional appropriations are being requested at this time.

The blanket purchase order will be established with an initial not-to-exceed amount of \$100,000 for Fiscal Year 2025-26, with the option to increase the total amount up to \$150,000 if necessary. This flexibility is intended to ensure all departments wishing to participate in the blanket purchase order have adequate purchasing capacity without concern of prematurely reaching the expenditure limit. Each department will be

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 8, 2025

Page 2 of 3

responsible for managing its own spending under the blanket purchase order to ensure compliance with approved budget allocations.

The BPO will be executed using the OMNIA Partners cooperative purchasing agreement (Attachment A) as allowed by Municipal Code Section 3.20.050(F). The City of Montebello is authorized to utilize cooperative governmental purchase programs for the acquisition of goods and/or services, provided certain conditions are met. In accordance with the City of Montebello Municipal Code Section 3.20.050(F), the procurement of these materials is exempt from the standard bidding procedure under the following exception:

“Cooperative Purchase – Purchases for goods and/or services that are identical or nearly identical in scope to the goods and/or services listed in any valid, current and competitively bid cooperative governmental purchase program. Pricing shall be the same or better than the pricing contained in the cooperative purchase agreement. For the purpose of this Section, the term “cooperative governmental purchase program” means any combination between the city and any other public agency or public agencies for the joint purchase of goods and/or services.”

BACKGROUND/DISCUSSION:

The City has an ongoing need for a wide range of supplies carried by The Home Depot, including maintenance, repair, and operational items. Currently, multiple departments make individual purchases using procurement cards (P-cards), which can be difficult to track and reconcile across various budgets and accounts. Establishing a blanket purchase order will centralize and streamline the purchasing process, improve expenditure tracking, and reduce administrative burden.

OMNIA Partners is a national cooperative purchasing organization that offers competitively bid contracts to public agencies, enabling them to benefit from pre-negotiated pricing and terms. The Home Depot is an awarded vendor under the OMNIA cooperative agreement, offering cost savings and administrative efficiencies (Attachment A). Utilizing the OMNIA cooperative agreement allows the City to bypass the formal bid process while remaining compliant with public procurement regulations.

Additionally, The Home Depot has convenient local retail locations, which is a significant operational advantage for City departments. Staff can make in-person purchases quickly, reducing downtime when supplies are needed for time-sensitive repairs, emergency response, or ongoing maintenance projects. The ability to source materials locally allows crews to remain on task without waiting for deliveries or coordinating with multiple vendors. This is especially beneficial for field staff who may require specific tools, hardware, or materials during the course of a project. The combination of convenience, product availability, and competitive pricing makes The Home Depot a practical and strategic vendor for the City's ongoing supply needs.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The growth of maintenance, repair, and operational supply needs city-wide have led to the request of a blanket purchase order with The Home Depot. The Home Depot currently has an OMNIA Partners cooperative agreement (Attachment A) which the City can utilize to bypass the solicitation process as allowed by Municipal Code Section 3.20.050(F) -- Cooperative Purchase. Approval of the blanket purchase order will streamline the procurement of various supplies required by multiple City departments, promoting operational efficiency and cost-effectiveness.

ATTACHMENT(S)

1. Attachment A - OMNIA Partners Cooperative Agreement
2. Attachment B - OMNIA Partners Cooperative Agreement Amendment No. 1



CITY OF MONTEBELLO

**AGREEMENT NO. 4412 – PROFESSIONAL SERVICES AGREEMENT WITH
HOME DEPOT U.S.A., INC.**

**SERIAL 16154 RFP MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL
SUPPLIES, AND RELATED PRODUCTS AND SERVICES
(U.S. Communities) Contract - Home Depot U.S.A., Inc.**

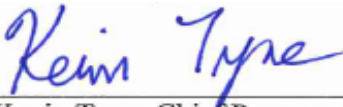
DATE OF LAST REVISION: November 21, 2019 CONTRACT END DATE: December 31, 2026

CONTRACT PERIOD THROUGH DECEMBER 31, ~~2021~~ 2026

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL
SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.


Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SA/mm
Attach

Copy to: Office of Procurement Services
Erick Blue, Facilities Management
Beth Cressman, Facilities Management



CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A., Inc., a Delaware corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the 1st day of February, 2017 and ending the 31st day of December, ~~2021~~ 2026.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.3 CONTRACT COMPLETION:

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee or rebate offering adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials not identified in the awarded proposal must be supported by appropriate documentation. If County agrees to the adjusted fee or rebate offering, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey if the offering was awarded on a fixed price basis.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.
- 3.2 For non-procurement card transactions, Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide access to the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.3.6 Invoices are required to contain access to the following information: (Maricopa County Facilities Management)

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- Contract Serial Number or
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

- 3.3.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.3.8 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.3.9 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.3.10 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.
- 3.4 PAYMENT RETENTION: (By Task Order/Project if required)
 - 3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement may be retained by COUNTY until Final Completion of the services if mutually agreed to for a specific project. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.
 - 3.4.2 The CONTRACTOR shall have the right, pursuant to Arizona Revised Statutes, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.
- 3.5 APPLICABLE TAXES:
 - 3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
 - 3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
 - 3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

~~No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.~~

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.7 TAX (COMMODITIES):

~~Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.~~

Tax shall not be invoiced against Contractor's labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.8.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit “B”, Task Order or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION AND LIMITATION OF LIABILITY:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligence or willful misconduct relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by gross negligence or willful misconduct in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

CONTRACTOR WILL NOT BE LIABLE TO COUNTY FOR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, EXEMPLARY, MORAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

6.2 INSURANCE.

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily

completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 Notwithstanding anything to the contrary contained herein, **CONTRACTOR** shall have the right to self-insure part or all of any of the insurance it is required to maintain hereunder in its sole discretion so long as **CONTRACTOR** maintains a net worth of not less than One Hundred Million (\$100,000,000) Dollars. Such net worth shall be documented to **COUNTY** and **COUNTY** shall be advised in writing in the event such net worth requirement is not met. In the event that **CONTRACTOR** elects to self-insure all or any part of any risk that would be insured under the policies and limits described herein, and an event occurs where insurance proceeds would have been available but for the election to self-insure, **CONTRACTOR** shall make funds available to the same extent that they would have been available had such insurance policy been carried, unless specifically provided to the contrary herein.
- 6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.
- 6.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than

\$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 Errors and Omissions (Professional Liability) Insurance.

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

6.2.12 Builder's Risk (Property) Insurance.

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than COUNTY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by COUNTY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under CONTRACTOR'S control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. Alternatively the County will accept an insurance industry recognized Memorandum of Insurance

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of Contractor’s work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor’s insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **160 South 4th Avenue 320 West Lincoln Street**, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 BOND REQUIREMENT: (If required by an individual Project/Task Order)

6.3.1 If requested for an individual Order and concurrently with the submittal of the proposal associated with the Order, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor

6.3.1.1 A Performance Bond equal to the full Contract amount (\$_____or as specified) conditioned upon the faithful performance of the Order in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Order.

6.3.1.2 A Payment Bond equal to the full contract amount (\$_____or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Order.

6.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney’s fees as may be fixed by a judge of the court.

6.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated “Best-A” or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.4 FORCE MAJEURE

6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events,

occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 WARRANTY OF SERVICES:

6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein for one year following the performance of those services. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5.3 DISCLAIMER OF WARRANTIES FOR PRODUCTS. COUNTY'S SOLE AND EXCLUSIVE WARRANTY FOR PRODUCTS, IF ANY, IS THAT PROVIDED BY THE PRODUCT MANUFACTURER. CONTRACTOR DISCLAIMS ALL EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LANGUAGE OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT

6.6 INSPECTION OF SERVICES:

6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.6.3 If prior to completion of an Order any of the services required by that Order do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.6.4 If the Contractor fails to promptly perform the services again as provided in Section 6.6.3 or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.6.4.2 Terminate the Contract for default.

~~6.7 REQUIREMENTS CONTRACT:~~

~~6.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.~~

~~6.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.~~

~~6.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.~~

6.8 BACKGROUND CHECK:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.9 SUSPENSION OF WORK

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.10 STOP WORK ORDER

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.10.1 Cancel the stop-work order; or

6.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.12.2 Make progress, so as to endanger performance of this contract; or

6.12.3 Perform any of the other provisions of this contract.

6.12.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.14 CONTRACTOR LICENSE REQUIREMENT:

- 6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
- 6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.15 SUBCONTRACTING:

- 6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project. The County hereby consents to Contractor's subcontracting work to Authorized Service Providers under contract with Contractor.
- 6.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.17 ADDITIONS/DELETIONS OF SERVICE:

- 6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- ~~6.17.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.~~

6.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.21 NON-DISCRIMINATION:

~~CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.~~

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

~~6.22 ISRAEL BOYCOTT:~~

~~By signing this Contract, the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 et seq.~~

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

~~is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;~~

~~have not within 3 year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~

~~are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and~~

~~have not within a 3 year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.~~

~~The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.~~

6.23.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;

6.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;

6.23.1.2 have not within three (3) year period preceding this Contract;

6.23.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and

6.23.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract; and

6.23.1.2.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.

6.23.1.3 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

6.23.2 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all

employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

- 6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

As prescribed in ~~MC1-1202~~ **MC1-1203** of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902. An attempt to influence includes, but is not limited to:

- 6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.26 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

- 6.26.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;
- 6.26.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.
- 6.26.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

6.27 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

- 6.27.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after

final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.27.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.27.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.28 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.29 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.30 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information, by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.31 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other similar customer for these or similar services under similar terms.

6.32 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.33 RELATIONSHIPS:

~~In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.~~

6.33.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.33.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.34 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.35 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.36 ORDERING AUTHORITY:

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.37 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

6.37.1 This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

6.37.2 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

6.38 PURCHASE ORDERS:

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.39 UNIFORM ADMINISTRATIVE REQUIREMENTS:

By entering into this Contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE

REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

For purchases of \$50,000 or greater under this agreement, the applicable participating entity must disclose to THD when it is receiving any federal funds related to that requested purchase prior to THD agreeing to that purchase.

6.40 CONFIDENTIAL INFORMATION:

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.41 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.41.1 Exhibit A, Pricing;

6.41.2 Exhibit B, Scope of Work;

6.41.3 Exhibit C Facilities Management Requirements

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
~~320 West Lincoln Street~~ **160 South 4th Avenue**
Phoenix, Arizona 85003-2494

For Contractor:

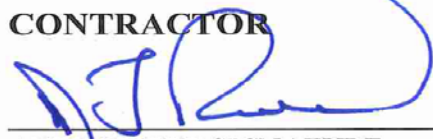
Home Depot U.S.A., Inc.
~~2455 Paces Ferry Road~~
~~Atlanta, GA 30339~~

ATTN: Contract Administration

**PO BOX 193176,
Columbus, OH 43218**

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

J. T. Rieves, Vice President, Pro Business

PRINTED NAME AND TITLE

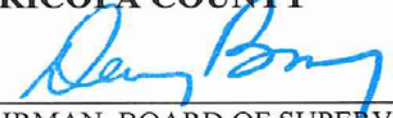
2455 Paces Ferry Road Atlanta, GA 30339

ADDRESS

1-4-2017

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

JAN 17 2017

DATE

ATTESTED:

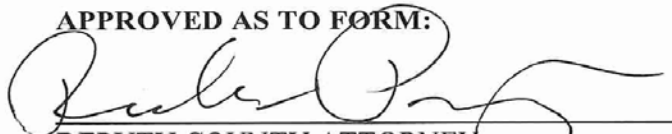


CLERK OF THE BOARD *allm*

JAN 17 2017

DATE

APPROVED AS TO FORM:



DEPUTY COUNTY ATTORNEY

Jan 12, 2017

DATE

EXHIBIT A

PRICING

SERIAL 16154-RFP	
NIGP CODE: 45041	
RESPONDENT'S NAME:	Home Depot U.S.A., Inc.
COUNTY VENDOR NUMBER :	W000001453
ADDRESS:	2455 Paces Ferry Road PO BOX 193176, Atlanta, GA 30339 Columbus OH 43218
P.O. ADDRESS:	Each local The Home Depot stores
TELEPHONE NUMBER:	866-589-0690
FACSIMILE NUMBER:	866-589-0691
WEB SITE:	www.homedepot.com
CONTACT (REPRESENTATIVE):	Richard Nyberg
REPRESENTATIVE'S E-MAIL ADDRESS:	richard_nyberg@homedepot.com
	YES
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	
	[X]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	
	[X]
PAYMENT TERMS. [X] NET 30 DAYS (See Below)	
Note: Net 30 is for Home Depot Account transactions only. Payment is required at the time of each transaction.	
Note: Net 60 payment terms for Home Depot Accounts may be available upon review of a customer's account information.	

1.0 PRICING:				
1.1	Do you offer a Rebate in lieu of a discount			Yes
	Details of your Rebate Program			
	• At least \$10,000 to \$25,000 Annual Net Sales (Pretax) = 1% Rebate			
	• At least \$25,000 to \$100,000 Annual Net Sales (Pretax) = 2% Rebate			
	• Over \$100,000 Annual Net Sales (Pretax) = 5% Rebate			
1.2	Pro Rewards Paint Program			
	Level	Discount %	Minimum Annual Spend on Paint	
	Gold	20%	\$ 7,500	
	Silver	15%	\$ 4,000	
	Bronze	10%	\$ 2,000	
1.3	Volume Pricing Program			
	For any purchase over \$1,500 more aggressive pricing may be available through the Volume Pricing Program.			
	For any planned order over \$1,500, call in the request for quote to the ProDesk of your local The Home Depot			
	store and ask for it to be submitted for volume pricing consideration.			

EXHIBIT B

STATEMENT OF WORK

CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

1.0 INTENT:

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.1 INTRODUCTION, BACKGROUND AND INTENT: MASTER AGREEMENT

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is awarding a contract to a qualified supplier to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

1.2.1 Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation) – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

1.2.2 Related Products and Services (Including Installation, Repair and Renovation Services) – A complete range of related products and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and

doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication, hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

2.0 SCOPE OF WORK:

2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

Provide a complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

2.2.1 Any related products offered by Supplier.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.2.5.1 Roofing, Gutters, Downspouts

2.2.5.2 HVAC

2.2.5.3 Plumbing

2.2.5.4 Electrical

2.2.5.5 Exterior decks, patios and porches

2.2.5.6 Exterior Siding

2.2.5.7 Windows, Doors

2.2.5.8 Interior/Exterior Painting

2.2.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping

2.2.5.10 ADA Improvements

2.2.6 Services:

2.2.6.1 Providing and managing qualified contractors

2.2.6.2 Budget management in keeping projects on budget

2.2.6.3 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

- 2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.
- 2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).
- 2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.
- 2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):
 - 2.2.7.4.1 National Employee Database
 - 2.2.7.4.2 SSN Verification
 - 2.2.7.4.3 National Criminal Database Check
 - 2.2.7.4.4 Two County Search
 - 2.2.7.4.5 Sex Offender Search
 - 2.2.7.4.6 Annual Review (National Criminal Database)
 - 2.2.7.4.7 Two (2) Year Complete Re-Screen and Renewal
 - 2.2.7.4.8 Financial Background
- 2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.3 PRODUCT CATEGORIES:

This Agreement is to establish a nationwide purchasing agreement for the acquisition of MRO and related products/services. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. .

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.3.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.3.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.3.3 CATEGORY 3: HARDWARE

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

- 2.3.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.
- 2.3.5 CATEGORY 5: KITCHEN AND BATH CABINETS
Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.
- 2.3.6 CATEGORY 6: JANITORIAL SUPPLIES
Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.
- 2.3.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES
Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, and components.
- 2.3.8 CATEGORY 8: MOTORS/PUMPS
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.
- 2.3.9 CATEGORY 9: PAINTS AND COATINGS
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.
- 2.3.10 CATEGORY 10: PLUMBING
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.
- 2.3.11 CATEGORY 11: POOL SUPPLIES
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.
- 2.3.12 CATEGORY 12: TOOLS, HAND-HELD GENERAL PURPOSE
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.
- 2.3.13 CATEGORY 13: TOOLS, POWER TYPE
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.
- 2.3.14 CATEGORY 14: FLOORING AND WINDOW COVERINGS
All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.3.15 CATEGORY 15: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.3.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.3.17 CATEGORY 17: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.3.18 CATEGORY 18: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4 PRODUCT ORDERING:

2.4.1 Contractor's limited product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.4.2 Products may be ordered by any of the following methods:

2.4.2.1 Retail Stores (Point of Sale)

2.4.2.2 Internet (Homedepot.com)

2.4.2.3 Other eProcurement options

2.4.2.4 Will Call (Phone or FAX order)

2.5 PRODUCT PRICING:

Retail:

Products shall be sold at their retail price. An annual volume rebate will be paid to Participating Public Agencies (see Exhibit A). For any purchase over \$1,500, more aggressive pricing may be available through the Volume Pricing Program. The discount offered through this program will depend on dollar value, quantity and type of material. In addition, the Pro Rewards Paint program offers Participating Public Agencies further discounts on their paint only purchases (see Exhibit A).

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access a limited on-line catalog reflecting contract pricing of products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.7.2 All quotations shall be for a “not to exceed” amount.

2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.7.4 Spending on services shall be included in the annual volume rebate (see Exhibit A).

2.8 SALES REPORTING:

2.8.1 Sales Dollars

2.8.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes

2.8.3 Procurement card (MasterCard or Visa brand)

2.9 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. . Materials substantially equivalent to those designated shall qualify for consideration of an order.

2.10 DELIVERY, FREIGHT REQUIREMENTS:

2.10.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.10.2 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.10.3 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.10.4 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.10.4.1 Contract Serial number

2.10.4.2 Contractor’s name and address

2.10.4.3 Participating Public Agency’s name and address

2.10.4.4 Participating Public Agency’s purchase order number

2.10.4.5 A description of product(s) shipped, including item number(s), quantity (is), number of containers and package number(s), as applicable

3.0 **PROCUREMENT REQUIREMENTS:**

3.1 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations for those items requested to be delivered. Delivery charges may apply based on location.

3.2 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 INSTALLATION: (If required):

The Contractor’s price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Agreement. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of replacement personnel. . Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.5.2 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.5.3 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 WARRANTY:

Home Depot SOW Information: All repair and renovation services performed by Home Depot carries a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer as further detailed in Contract section 6.5. Home Depot also offers a robust return policy on product purchases, whereas (most) returns within 90 days of purchase are accommodated with a valid sales receipt for exchange, refund, credited to an associated Home Depot

3.6.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.6.2 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.6.2.1 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.7 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required):

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the products. Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

~~16154 EXHIBIT C~~

~~FACILITIES MANAGEMENT REQUIREMENTS~~

~~Maricopa County Facilities Management operation requirements.~~

~~1.0 HOURS OF SERVICE:~~

- ~~1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.~~
- ~~1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.~~
- ~~1.3 WEEKENDS are anytime Saturday or, Sunday.~~
- ~~1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).~~
- ~~1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.~~
- ~~1.6 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and strive to respond to a call for services within thirty (30) minutes of receipt.~~

~~2.0 RESPONSE TIMES:~~

- ~~2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall strive to respond on site within four (4) hours of receipt of a service request if a site visit is mutually determined to be required.~~
- ~~2.2 If the request is designated by the County as an EMERGENCY, the contractor shall strive to respond on site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY if a site visit is mutually determined to be required.~~

~~3.0 TRIP CHARGE:~~

~~Trip charges are permitted when time and material work is requested at the following sites only:~~

- ~~3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)~~
- ~~3.2 County offices located in Gila Bend, AZ~~
- ~~3.3 County offices located in Buckeye, AZ~~
- ~~3.4 County offices located in Aguila, AZ~~
- ~~3.5 Only one trip charge may be charged per service call.~~
- ~~3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed \$50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.~~

~~4.0 CONTRACTOR REQUIREMENTS:~~

- ~~4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.~~

~~4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.~~

~~4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.~~

~~4.4 All employees of the Contractor shall wear a company uniform identified with the company name that may include one of the following:~~

~~4.4.1 Shirt/blouse~~

~~4.4.2 Vest~~

~~4.4.3 Cap~~

~~4.4.4 Badging that identifies the business they work for~~

~~4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.~~

~~4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.~~

~~4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.~~

~~5.0 BUILDING SECURITY (KEYS):~~

~~5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:~~

~~5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.~~

~~5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.~~

~~5.4 The Contractor shall notify FMD within twenty four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.~~

~~6.0 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD. SALVAGE:~~

~~Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.~~

~~7.0 INVOICES AND PAYMENTS:~~

~~For transactions using a Home Depot Net 30 Account, Invoices are required to contain the following information and should be e mailed to FMD_ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV If invoices cannot be e mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003 or to the address that was used in establishing the associated Home Depot Account.~~

~~7.1 Company name, address and contact information~~

~~7.2 County bill to name and contact/requestor information~~

~~7.3 Building Name and Building Number~~

~~7.4 County purchase order number~~

~~7.5 County contract number~~

~~7.6 Maximo (FMD) service call number~~

~~7.7 Invoice number and date~~

~~7.8 Date of service or delivery~~

~~7.9 Description of Purchase (services performed)~~

~~7.10 Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)~~

~~7.11 Material breakdown: itemized parts list to contain unit price x quantity, indicating mark ups as contracted (time & materials)~~

~~7.12 Arrival and completion time~~

~~7.13 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied~~

~~7.14 Payment Terms~~

~~For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one time Misc. Shop fee charge of up to \$25.00 per work order to cover these type of expenses. Anything beyond the \$25 limit, will be provided at the contractor's own expense.~~

~~8.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:~~

~~A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.~~

16154 EXHIBIT C
FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

1.0 HOURS OF SERVICE (any fluctuations to these hours will be handled in the Solicitation):

- 1.1 **REGULAR HOURS** are between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding County holidays.
- 1.2 **AFTER HOURS** are between the hours of 6:00 p.m. and prior to 6:00 a.m., Monday through Friday.
- 1.3 **WEEKENDS** are anytime on a Saturday or a Sunday.
- 1.4 **HOLIDAYS** are County holidays.
- 1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.
- 1.6 The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 a.m. to 3:00 p.m. weekdays except for County holidays.

2.0 BEGINNING OF WORK:

- 2.1 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and use best efforts to respond to a call for services within thirty (30) minutes of receipt via phone or email.
- 2.2 During **REGULAR HOURS**, **AFTER HOURS**, **WEEKEND** or **HOLIDAYS**, Contractor shall strive to respond on-site to begin work within four (4) hours of receipt of a service request unless arranged for a later date/time with the County per the work order or notice to proceed.
- 2.3 The four (4) hour response time shall carryover to the next working day if called into Contractor's office as a non-emergency call after 2:00 p.m. The Contractor will be required to begin work by 8:00 a.m. the following day, as mutually agreed to by the Parties.
- 2.4 Contractors shall strive to respond to **EMERGENCY** requests immediately and report on-site to begin work within two (2) hours service call request regardless of the time of day, **WEEKEND** or **HOLIDAY**.

3.0 TRIP CHARGE:

One-time trip charges of \$50.00, or other amount only if previously identified to the Maricopa County contact and agreed to by them (one per work order), are permitted when Time and Materials work is requested at the following sites **ONLY**:

- 3.1 **MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)**
- 3.2 **County offices located in Gila Bend, AZ**
- 3.3 **County offices located in Buckeye, AZ**
- 3.4 **County offices located in Aguila, AZ**

4.0 **DEAD END CHARGE:**

If the Contractor is unable to locate a County representative familiar with the work or is unable to gain access to the work site, the Contractor shall call the County Boiler Room (602-506-3310). The Boiler Room technician will give Contractors further instruction at this time. If the Contractor is delayed or turned away, a \$50.00 trip charge shall be authorized by the County.

5.0 **CONTRACTOR REQUIREMENTS:**

- 5.1 Contractor shall provide and maintain during the entire period of this contract, all labor, supervision, materials, effort, tools, and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. Contractor shall provide evidence of his ability to furnish equipment and personnel. The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 5.2 The Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants. Upon completion of work, the Contractor is responsible for cleaning and removing from the job site; all debris, materials, and equipment associated with the work performed and County property is restored to the same condition prior to start of the job. Such disturbances may include, but are not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. Documentation will be performed through an audit and feedback system of contract administration. If an inspection reveals that the Contractor failed to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor fail to correct noted issues, the County reserves the right to make other arrangements to have the area cleaned and the cost of such work shall be offset from any monies due the Contractor.
- 5.3 The Contractor shall perform all services in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property due to any services performed under this contract, the Contractor shall notify the County representative immediately of damages and replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, and the cost of such work shall be deducted from the monies due the Contractor.
- 5.4 Contractor's bidding on this solicitation may visit the sites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, a site visit may be scheduled if necessary. See GIS link for site directions: <https://gisportal.maricopa.gov/FMD/Facility/Index.html>.
- 5.5 Contractors must have a facility sufficient to support the work contemplated by this contract within fifty (50) miles of 401 W. Jefferson St., Phoenix AZ 85003.
- 5.6 The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.
- 5.7 All vehicles used by Contractor shall be clearly identified with the name of the company on each side of the equipment, including personnel transportation vehicles, or consistent with the Contractor's business practices. The letters shall be of such size that they are distinguishable from a reasonable distance or consistent with the Contractor's business practices.
- 5.8 All employees of the Contractor shall wear a company uniform identified with the company name that may include of one of the following:
 - Shirt/blouse

- Vest
- Cap

5.9 Only authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

5.10 All work must comply with EPA, OSHA, and any State, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the jobsite. If the Contractor is found not to be in compliance with Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the County may, in accordance with the "Suspension of Work" clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the Using Agency. Continued non-compliance may result in termination.

6.0 BUILDING ACCESS:

6.1 The Contractor may be provided access to County Facilities at the discretion of Facilities Management. keys, badges, or access cards will be provided per the following guidelines:

6.2 Contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn-in key set after completion of duties unless they are issued a permanent key.

6.3 Permanent keys may be provided to Contractor employees on a case-by-case basis. Should an employee leave the Contractor's work force, Contractor must immediately notify the County and keys, badges, and access cards must be returned to the County.

6.4 The Contractor shall notify the County within twenty-four (24) hours if any keys, badges, or access cards are lost, misplaced, stolen or otherwise not within the Contractor's control.

6.5 Once this agreement is complete, expired, or terminated, the Contractor shall immediately return all keys, badges, or access cards to the County.

6.6 Failure to comply with these requirements may result in the Contractor being assessed the cost of replacing keys or access cards and any associated cost to ensure the security of County facilities including but not limited to, re-keying the ENTIRE building at the expense of the Contractor.

7.0 CANCELLATION COST:

Any scheduled work cancelled without a minimum of 48 hours prior notice to the County will be rescheduled with the Contractor and is subject up-to a 25% reduction of the cost.

8.0 SALVAGE:

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the Contractor's bid price. Salvageable materials without pre-approved Contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If Contractor is given salvage rights, salvageable materials shall be removed daily. On-site storage of Contractor's salvaged materials is not permitted.

9.0 **DELIVERY:**

- 9.1 Delivery shall be made to the County no later than 3:00 p.m. on the seventh (7th) calendar day after order is received.
- 9.2 Exceptions to delivery schedule will be special order items that must be identified to the County.
- 9.3 Maricopa County reserves the right to obtain material on the open market in the event vendors fail to make delivery and charge any price differential to the vendor.
- 9.4 Delivery will be made to the following address:
- FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE**
2401 S. 28th Dr.
Phoenix, AZ 85009
- Warehouse Manager: 602-506-1935**
Warehouse Specialist: 602-506-1943
Receiving hours: 7:00 a.m. – 3:00 p.m.

10.0 **FACILITIES MANAGEMENT INVOICES AND PAYMENTS:**

- 10.1 Payment terms shall be calculated based on the date a properly completed invoice is received by the County.
- 10.2 For transactions using a Home Depot Net 30 Account, Contractors shall provide the County with invoices no later than fourteen (14) days after all services and delivery of goods are complete and accepted by the County rendered final.
- 10.3 Home Depot Account invoices should contain access to the following information:
- Company name, address and contact information
 - County bill-to name and contact/requestor information
 - Building name and building number
 - County purchase order number
 - Contract or BidSync agreement number
 - Maximo (Facilities Management) work order number
 - Invoice number and date
 - Date of service or delivery (for Project work: use “Completion date”)
 - Description of services performed
 - Line item description of parts and materials (Time and Materials work)
 - Line item labor breakdown: arrival and completion time, rate per hour x no. of hours by personnel type (Time & Materials work)
 - Total amount due with tax amounts separated (Time and Materials work).
 *On a separate line, clearly indicate the tax rate being applied

- **Payment Terms as stated in the agreement**

10.4 **Questions regarding billing or invoicing shall be directed to the email address below.**

10.5 **Invoices shall be e-mailed to: FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV**

10.6 **If invoices cannot be e-mailed, send by mail to:**

**Maricopa County Facilities Management – Accounts Payable
401 W. Jefferson St.
Phoenix, Arizona 85003**

10.7 **Payment shall be made to the Contractor by the Accounts Payable/Finance department through an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Contractor Registration Form located on the County Department of Finance Contractor Registration Web Site (<http://www.maricopa.gov/922/Vendors>).**

10.8 **EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.**

HOME DEPOT U.S.A., INC., PO BOX 193176, COLUMBUS OH 43218
2455 PACES FERRY ROAD, ATLANTA, GA. 30339

PRICING SHEET: NIGP CODE 45041

Terms:	NET 30
Vendor Number:	VC0000005735
Certificates of Insurance	Required
Contract Period:	To cover the period ending December 31, 2024 2026.



CITY OF MONTEBELLO

**AMENDMENT NO. 1 TO AGREEMENT NO. 4412 – PROFESSIONAL SERVICES
AGREEMENT WITH
HOME DEPOT U.S.A., INC.**

**SERIAL 16154 RFP MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL
SUPPLIES, AND RELATED PRODUCTS AND SERVICES
(U.S. Communities) Contract - Home Depot U.S.A., Inc.**

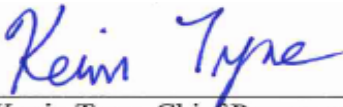
DATE OF LAST REVISION: November 21, 2019 CONTRACT END DATE: December 31, 2026

CONTRACT PERIOD THROUGH DECEMBER 31, ~~2021~~ 2026

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL
SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.


Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SA/mm
Attach

Copy to: Office of Procurement Services
Erick Blue, Facilities Management
Beth Cressman, Facilities Management



CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A., Inc., a Delaware corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the 1st day of February, 2017 and ending the 31st day of December, ~~2021~~ 2026.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.3 CONTRACT COMPLETION:

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee or rebate offering adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials not identified in the awarded proposal must be supported by appropriate documentation. If County agrees to the adjusted fee or rebate offering, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey if the offering was awarded on a fixed price basis.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.
- 3.2 For non-procurement card transactions, Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide access to the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.3.6 Invoices are required to contain access to the following information: (Maricopa County Facilities Management)

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- Contract Serial Number or
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

- 3.3.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.3.8 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.3.9 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.3.10 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.
- 3.4 PAYMENT RETENTION: (By Task Order/Project if required)
 - 3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement may be retained by COUNTY until Final Completion of the services if mutually agreed to for a specific project. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.
 - 3.4.2 The CONTRACTOR shall have the right, pursuant to Arizona Revised Statutes, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.
- 3.5 APPLICABLE TAXES:
 - 3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
 - 3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
 - 3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

~~No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.~~

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.7 TAX (COMMODITIES):

~~Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.~~

Tax shall not be invoiced against Contractor's labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.8.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit “B”, Task Order or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION AND LIMITATION OF LIABILITY:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligence or willful misconduct relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by gross negligence or willful misconduct in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

CONTRACTOR WILL NOT BE LIABLE TO COUNTY FOR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, EXEMPLARY, MORAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

6.2 INSURANCE.

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily

completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 Notwithstanding anything to the contrary contained herein, **CONTRACTOR** shall have the right to self-insure part or all of any of the insurance it is required to maintain hereunder in its sole discretion so long as **CONTRACTOR** maintains a net worth of not less than One Hundred Million (\$100,000,000) Dollars. Such net worth shall be documented to **COUNTY** and **COUNTY** shall be advised in writing in the event such net worth requirement is not met. In the event that **CONTRACTOR** elects to self-insure all or any part of any risk that would be insured under the policies and limits described herein, and an event occurs where insurance proceeds would have been available but for the election to self-insure, **CONTRACTOR** shall make funds available to the same extent that they would have been available had such insurance policy been carried, unless specifically provided to the contrary herein.
- 6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.
- 6.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than

\$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 Errors and Omissions (Professional Liability) Insurance.

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

6.2.12 Builder's Risk (Property) Insurance.

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than COUNTY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by COUNTY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under CONTRACTOR'S control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. Alternatively the County will accept an insurance industry recognized Memorandum of Insurance

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of Contractor’s work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor’s insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **160 South 4th Avenue 320 West Lincoln Street**, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 BOND REQUIREMENT: (If required by an individual Project/Task Order)

6.3.1 If requested for an individual Order and concurrently with the submittal of the proposal associated with the Order, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor

6.3.1.1 A Performance Bond equal to the full Contract amount (\$_____or as specified) conditioned upon the faithful performance of the Order in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Order.

6.3.1.2 A Payment Bond equal to the full contract amount (\$_____or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Order.

6.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney’s fees as may be fixed by a judge of the court.

6.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated “Best-A” or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.4 FORCE MAJEURE

6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events,

occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 WARRANTY OF SERVICES:

6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein for one year following the performance of those services. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5.3 DISCLAIMER OF WARRANTIES FOR PRODUCTS. COUNTY'S SOLE AND EXCLUSIVE WARRANTY FOR PRODUCTS, IF ANY, IS THAT PROVIDED BY THE PRODUCT MANUFACTURER. CONTRACTOR DISCLAIMS ALL EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LANGUAGE OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT

6.6 INSPECTION OF SERVICES:

6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.6.3 If prior to completion of an Order any of the services required by that Order do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.6.4 If the Contractor fails to promptly perform the services again as provided in Section 6.6.3 or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.6.4.2 Terminate the Contract for default.

~~6.7 REQUIREMENTS CONTRACT:~~

~~6.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.~~

~~6.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.~~

~~6.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.~~

6.8 BACKGROUND CHECK:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.9 SUSPENSION OF WORK

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.10 STOP WORK ORDER

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.10.1 Cancel the stop-work order; or

6.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.12.2 Make progress, so as to endanger performance of this contract; or

6.12.3 Perform any of the other provisions of this contract.

6.12.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.14 CONTRACTOR LICENSE REQUIREMENT:

- 6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
- 6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.15 SUBCONTRACTING:

- 6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project. The County hereby consents to Contractor's subcontracting work to Authorized Service Providers under contract with Contractor.
- 6.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.17 ADDITIONS/DELETIONS OF SERVICE:

- 6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- ~~6.17.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.~~

6.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.21 NON-DISCRIMINATION:

~~CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.~~

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

~~6.22 ISRAEL BOYCOTT:~~

~~By signing this Contract, the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 et seq.~~

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

~~is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;~~

~~have not within 3 year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~

~~are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and~~

~~have not within a 3 year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.~~

~~The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.~~

6.23.1 **The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;**

6.23.1.1 **are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;**

6.23.1.2 **have not within three (3) year period preceding this Contract;**

6.23.1.2.1 **been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and**

6.23.1.2.2 **been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract; and**

6.23.1.2.3 **are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.**

6.23.1.3 **If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.**

6.23.2 **The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.**

6.24 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all

employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

- 6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

As prescribed in ~~MC1-1202~~ **MC1-1203** of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902. An attempt to influence includes, but is not limited to:

- 6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.26 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

- 6.26.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;
- 6.26.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.
- 6.26.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

6.27 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

- 6.27.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after

final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.27.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.27.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.28 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.29 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.30 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information, by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.31 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other similar customer for these or similar services under similar terms.

6.32 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.33 RELATIONSHIPS:

~~In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.~~

6.33.1 **In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.**

6.33.2 **The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.**

6.34 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.35 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.36 ORDERING AUTHORITY:

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.37 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

6.37.1 **This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.**

6.37.2 **Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.**

6.38 PURCHASE ORDERS:

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.39 UNIFORM ADMINISTRATIVE REQUIREMENTS:

By entering into this Contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE

REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

For purchases of \$50,000 or greater under this agreement, the applicable participating entity must disclose to THD when it is receiving any federal funds related to that requested purchase prior to THD agreeing to that purchase.

6.40 CONFIDENTIAL INFORMATION:

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.41 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.41.1 Exhibit A, Pricing;

6.41.2 Exhibit B, Scope of Work;

6.41.3 Exhibit C Facilities Management Requirements

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
~~320 West Lincoln Street~~ **160 South 4th Avenue**
Phoenix, Arizona 85003-2494

For Contractor:

Home Depot U.S.A., Inc.
~~2455 Paces Ferry Road~~
~~Atlanta, GA 30339~~

**PO BOX 193176,
Columbus, OH 43218**

ATTN: Contract Administration

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

J. T. Rieves, Vice President, Pro Business

PRINTED NAME AND TITLE

2455 Paces Ferry Road Atlanta, GA 30339

ADDRESS

1-4-2017

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

JAN 17 2017

DATE

ATTESTED:



CLERK OF THE BOARD *all*

JAN 17 2017

DATE

APPROVED AS TO FORM:



DEPUTY COUNTY ATTORNEY

Jan 12, 2017
DATE

EXHIBIT A

PRICING

SERIAL 16154-RFP	
NIGP CODE: 45041	
RESPONDENT'S NAME:	Home Depot U.S.A., Inc.
COUNTY VENDOR NUMBER :	W000001453
ADDRESS:	2455 Paces Ferry Road PO BOX 193176, Atlanta, GA 30339 Columbus OH 43218
P.O. ADDRESS:	Each local The Home Depot stores
TELEPHONE NUMBER:	866-589-0690
FACSIMILE NUMBER:	866-589-0691
WEB SITE:	www.homedepot.com
CONTACT (REPRESENTATIVE):	Richard Nyberg
REPRESENTATIVE'S E-MAIL ADDRESS:	richard_nyberg@homedepot.com
	YES
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	
	[X]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	
	[X]
PAYMENT TERMS. [X] NET 30 DAYS (See Below)	
Note: Net 30 is for Home Depot Account transactions only. Payment is required at the time of each transaction.	
Note: Net 60 payment terms for Home Depot Accounts may be available upon review of a customer's account information.	

1.0 PRICING:				
1.1	Do you offer a Rebate in lieu of a discount			Yes
	Details of your Rebate Program			
	• At least \$10,000 to \$25,000 Annual Net Sales (Pretax) = 1% Rebate			
	• At least \$25,000 to \$100,000 Annual Net Sales (Pretax) = 2% Rebate			
	• Over \$100,000 Annual Net Sales (Pretax) = 5% Rebate			
1.2	Pro Rewards Paint Program			
	Level	Discount %	Minimum Annual Spend on Paint	
	Gold	20%	\$ 7,500	
	Silver	15%	\$ 4,000	
	Bronze	10%	\$ 2,000	
1.3	Volume Pricing Program			
	For any purchase over \$1,500 more aggressive pricing may be available through the Volume Pricing Program.			
	For any planned order over \$1,500, call in the request for quote to the ProDesk of your local The Home Depot			
	store and ask for it to be submitted for volume pricing consideration.			

EXHIBIT B

STATEMENT OF WORK

CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

1.0 INTENT:

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.1 INTRODUCTION, BACKGROUND AND INTENT: MASTER AGREEMENT

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is awarding a contract to a qualified supplier to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

1.2.1 Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation) – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

1.2.2 Related Products and Services (Including Installation, Repair and Renovation Services) – A complete range of related products and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and

doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication, hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

2.0 SCOPE OF WORK:

2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

Provide a complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

2.2.1 Any related products offered by Supplier.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.2.5.1 Roofing, Gutters, Downspouts

2.2.5.2 HVAC

2.2.5.3 Plumbing

2.2.5.4 Electrical

2.2.5.5 Exterior decks, patios and porches

2.2.5.6 Exterior Siding

2.2.5.7 Windows, Doors

2.2.5.8 Interior/Exterior Painting

2.2.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping

2.2.5.10 ADA Improvements

2.2.6 Services:

2.2.6.1 Providing and managing qualified contractors

2.2.6.2 Budget management in keeping projects on budget

2.2.6.3 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

- 2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.
- 2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).
- 2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.
- 2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):
 - 2.2.7.4.1 National Employee Database
 - 2.2.7.4.2 SSN Verification
 - 2.2.7.4.3 National Criminal Database Check
 - 2.2.7.4.4 Two County Search
 - 2.2.7.4.5 Sex Offender Search
 - 2.2.7.4.6 Annual Review (National Criminal Database)
 - 2.2.7.4.7 Two (2) Year Complete Re-Screen and Renewal
 - 2.2.7.4.8 Financial Background
- 2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.3 PRODUCT CATEGORIES:

This Agreement is to establish a nationwide purchasing agreement for the acquisition of MRO and related products/services. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. .

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.3.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.3.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.3.3 CATEGORY 3: HARDWARE

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

- 2.3.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.
- 2.3.5 CATEGORY 5: KITCHEN AND BATH CABINETS
Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.
- 2.3.6 CATEGORY 6: JANITORIAL SUPPLIES
Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.
- 2.3.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES
Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, and components.
- 2.3.8 CATEGORY 8: MOTORS/PUMPS
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.
- 2.3.9 CATEGORY 9: PAINTS AND COATINGS
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.
- 2.3.10 CATEGORY 10: PLUMBING
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.
- 2.3.11 CATEGORY 11: POOL SUPPLIES
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.
- 2.3.12 CATEGORY 12: TOOLS, HAND-HELD GENERAL PURPOSE
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.
- 2.3.13 CATEGORY 13: TOOLS, POWER TYPE
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.
- 2.3.14 CATEGORY 14: FLOORING AND WINDOW COVERINGS
All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.3.15 CATEGORY 15: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.3.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.3.17 CATEGORY 17: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.3.18 CATEGORY 18: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4 PRODUCT ORDERING:

2.4.1 Contractor's limited product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.4.2 Products may be ordered by any of the following methods:

2.4.2.1 Retail Stores (Point of Sale)

2.4.2.2 Internet (Homedepot.com)

2.4.2.3 Other eProcurement options

2.4.2.4 Will Call (Phone or FAX order)

2.5 PRODUCT PRICING:

Retail:

Products shall be sold at their retail price. An annual volume rebate will be paid to Participating Public Agencies (see Exhibit A). For any purchase over \$1,500, more aggressive pricing may be available through the Volume Pricing Program. The discount offered through this program will depend on dollar value, quantity and type of material. In addition, the Pro Rewards Paint program offers Participating Public Agencies further discounts on their paint only purchases (see Exhibit A).

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access a limited on-line catalog reflecting contract pricing of products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.7.2 All quotations shall be for a “not to exceed” amount.

2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.7.4 Spending on services shall be included in the annual volume rebate (see Exhibit A).

2.8 SALES REPORTING:

2.8.1 Sales Dollars

2.8.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes

2.8.3 Procurement card (MasterCard or Visa brand)

2.9 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. . Materials substantially equivalent to those designated shall qualify for consideration of an order.

2.10 DELIVERY, FREIGHT REQUIREMENTS:

2.10.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.10.2 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.10.3 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.10.4 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.10.4.1 Contract Serial number

2.10.4.2 Contractor’s name and address

2.10.4.3 Participating Public Agency’s name and address

2.10.4.4 Participating Public Agency’s purchase order number

2.10.4.5 A description of product(s) shipped, including item number(s), quantity (is), number of containers and package number(s), as applicable

3.0 **PROCUREMENT REQUIREMENTS:**

3.1 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations for those items requested to be delivered. Delivery charges may apply based on location.

3.2 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 INSTALLATION: (If required):

The Contractor’s price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Agreement. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of replacement personnel. . Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.5.2 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.5.3 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 WARRANTY:

Home Depot SOW Information: All repair and renovation services performed by Home Depot carries a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer as further detailed in Contract section 6.5. Home Depot also offers a robust return policy on product purchases, whereas (most) returns within 90 days of purchase are accommodated with a valid sales receipt for exchange, refund, credited to an associated Home Depot

3.6.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.6.2 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.6.2.1 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.7 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required):

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the products. Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

~~16154 EXHIBIT C~~

~~FACILITIES MANAGEMENT REQUIREMENTS~~

~~Maricopa County Facilities Management operation requirements.~~

~~1.0 HOURS OF SERVICE:~~

- ~~1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.~~
- ~~1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.~~
- ~~1.3 WEEKENDS are anytime Saturday or, Sunday.~~
- ~~1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).~~
- ~~1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.~~
- ~~1.6 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and strive to respond to a call for services within thirty (30) minutes of receipt.~~

~~2.0 RESPONSE TIMES:~~

- ~~2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall strive to respond on site within four (4) hours of receipt of a service request if a site visit is mutually determined to be required.~~
- ~~2.2 If the request is designated by the County as an EMERGENCY, the contractor shall strive to respond on site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY if a site visit is mutually determined to be required.~~

~~3.0 TRIP CHARGE:~~

~~Trip charges are permitted when time and material work is requested at the following sites only:~~

- ~~3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)~~
- ~~3.2 County offices located in Gila Bend, AZ~~
- ~~3.3 County offices located in Buckeye, AZ~~
- ~~3.4 County offices located in Aguila, AZ~~
- ~~3.5 Only one trip charge may be charged per service call.~~
- ~~3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed \$50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.~~

~~4.0 CONTRACTOR REQUIREMENTS:~~

- ~~4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.~~

~~4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.~~

~~4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.~~

~~4.4 All employees of the Contractor shall wear a company uniform identified with the company name that may include one of the following:~~

~~4.4.1 Shirt/blouse~~

~~4.4.2 Vest~~

~~4.4.3 Cap~~

~~4.4.4 Badging that identifies the business they work for~~

~~4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.~~

~~4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.~~

~~4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.~~

~~5.0 BUILDING SECURITY (KEYS):~~

~~5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:~~

~~5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.~~

~~5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.~~

~~5.4 The Contractor shall notify FMD within twenty four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.~~

~~6.0 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD. SALVAGE:~~

~~Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.~~

~~7.0 INVOICES AND PAYMENTS:~~

~~For transactions using a Home Depot Net 30 Account, Invoices are required to contain the following information and should be e mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV If invoices cannot be e mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003 or to the address that was used in establishing the associated Home Depot Account.~~

~~7.1 Company name, address and contact information~~

~~7.2 County bill to name and contact/requestor information~~

~~7.3 Building Name and Building Number~~

~~7.4 County purchase order number~~

~~7.5 County contract number~~

~~7.6 Maximo (FMD) service call number~~

~~7.7 Invoice number and date~~

~~7.8 Date of service or delivery~~

~~7.9 Description of Purchase (services performed)~~

~~7.10 Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)~~

~~7.11 Material breakdown: itemized parts list to contain unit price x quantity, indicating mark ups as contracted (time & materials)~~

~~7.12 Arrival and completion time~~

~~7.13 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied~~

~~7.14 Payment Terms~~

~~For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one time Misc. Shop fee charge of up to \$25.00 per work order to cover these type of expenses. Anything beyond the \$25 limit, will be provided at the contractor's own expense.~~

~~8.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:~~

~~A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.~~

16154 EXHIBIT C
FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

1.0 HOURS OF SERVICE (any fluctuations to these hours will be handled in the Solicitation):

- 1.1 **REGULAR HOURS** are between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding County holidays.
- 1.2 **AFTER HOURS** are between the hours of 6:00 p.m. and prior to 6:00 a.m., Monday through Friday.
- 1.3 **WEEKENDS** are anytime on a Saturday or a Sunday.
- 1.4 **HOLIDAYS** are County holidays.
- 1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.
- 1.6 The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 a.m. to 3:00 p.m. weekdays except for County holidays.

2.0 BEGINNING OF WORK:

- 2.1 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and use best efforts to respond to a call for services within thirty (30) minutes of receipt via phone or email.
- 2.2 During **REGULAR HOURS**, **AFTER HOURS**, **WEEKEND** or **HOLIDAYS**, Contractor shall strive to respond on-site to begin work within four (4) hours of receipt of a service request unless arranged for a later date/time with the County per the work order or notice to proceed.
- 2.3 The four (4) hour response time shall carryover to the next working day if called into Contractor's office as a non-emergency call after 2:00 p.m. The Contractor will be required to begin work by 8:00 a.m. the following day, as mutually agreed to by the Parties.
- 2.4 Contractors shall strive to respond to **EMERGENCY** requests immediately and report on-site to begin work within two (2) hours service call request regardless of the time of day, **WEEKEND** or **HOLIDAY**.

3.0 TRIP CHARGE:

One-time trip charges of \$50.00, or other amount only if previously identified to the Maricopa County contact and agreed to by them (one per work order), are permitted when Time and Materials work is requested at the following sites **ONLY**:

- 3.1 **MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)**
- 3.2 **County offices located in Gila Bend, AZ**
- 3.3 **County offices located in Buckeye, AZ**
- 3.4 **County offices located in Aguila, AZ**

4.0 **DEAD END CHARGE:**

If the Contractor is unable to locate a County representative familiar with the work or is unable to gain access to the work site, the Contractor shall call the County Boiler Room (602-506-3310). The Boiler Room technician will give Contractors further instruction at this time. If the Contractor is delayed or turned away, a \$50.00 trip charge shall be authorized by the County.

5.0 **CONTRACTOR REQUIREMENTS:**

- 5.1 Contractor shall provide and maintain during the entire period of this contract, all labor, supervision, materials, effort, tools, and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. Contractor shall provide evidence of his ability to furnish equipment and personnel. The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 5.2 The Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants. Upon completion of work, the Contractor is responsible for cleaning and removing from the job site; all debris, materials, and equipment associated with the work performed and County property is restored to the same condition prior to start of the job. Such disturbances may include, but are not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. Documentation will be performed through an audit and feedback system of contract administration. If an inspection reveals that the Contractor failed to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor fail to correct noted issues, the County reserves the right to make other arrangements to have the area cleaned and the cost of such work shall be offset from any monies due the Contractor.
- 5.3 The Contractor shall perform all services in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property due to any services performed under this contract, the Contractor shall notify the County representative immediately of damages and replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, and the cost of such work shall be deducted from the monies due the Contractor.
- 5.4 Contractor's bidding on this solicitation may visit the sites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, a site visit may be scheduled if necessary. See GIS link for site directions: <https://gisportal.maricopa.gov/FMD/Facility/Index.html>.
- 5.5 Contractors must have a facility sufficient to support the work contemplated by this contract within fifty (50) miles of 401 W. Jefferson St., Phoenix AZ 85003.
- 5.6 The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.
- 5.7 All vehicles used by Contractor shall be clearly identified with the name of the company on each side of the equipment, including personnel transportation vehicles, or consistent with the Contractor's business practices. The letters shall be of such size that they are distinguishable from a reasonable distance or consistent with the Contractor's business practices.
- 5.8 All employees of the Contractor shall wear a company uniform identified with the company name that may include of one of the following:
 - Shirt/blouse

- Vest
- Cap

5.9 Only authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

5.10 All work must comply with EPA, OSHA, and any State, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the jobsite. If the Contractor is found not to be in compliance with Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the County may, in accordance with the "Suspension of Work" clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the Using Agency. Continued non-compliance may result in termination.

6.0 BUILDING ACCESS:

6.1 The Contractor may be provided access to County Facilities at the discretion of Facilities Management. keys, badges, or access cards will be provided per the following guidelines:

6.2 Contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn-in key set after completion of duties unless they are issued a permanent key.

6.3 Permanent keys may be provided to Contractor employees on a case-by-case basis. Should an employee leave the Contractor's work force, Contractor must immediately notify the County and keys, badges, and access cards must be returned to the County.

6.4 The Contractor shall notify the County within twenty-four (24) hours if any keys, badges, or access cards are lost, misplaced, stolen or otherwise not within the Contractor's control.

6.5 Once this agreement is complete, expired, or terminated, the Contractor shall immediately return all keys, badges, or access cards to the County.

6.6 Failure to comply with these requirements may result in the Contractor being assessed the cost of replacing keys or access cards and any associated cost to ensure the security of County facilities including but not limited to, re-keying the ENTIRE building at the expense of the Contractor.

7.0 CANCELLATION COST:

Any scheduled work cancelled without a minimum of 48 hours prior notice to the County will be rescheduled with the Contractor and is subject up-to a 25% reduction of the cost.

8.0 SALVAGE:

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the Contractor's bid price. Salvageable materials without pre-approved Contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If Contractor is given salvage rights, salvageable materials shall be removed daily. On-site storage of Contractor's salvaged materials is not permitted.

9.0 **DELIVERY:**

- 9.1 Delivery shall be made to the County no later than 3:00 p.m. on the seventh (7th) calendar day after order is received.
- 9.2 Exceptions to delivery schedule will be special order items that must be identified to the County.
- 9.3 Maricopa County reserves the right to obtain material on the open market in the event vendors fail to make delivery and charge any price differential to the vendor.
- 9.4 Delivery will be made to the following address:
- FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE**
2401 S. 28th Dr.
Phoenix, AZ 85009
- Warehouse Manager: 602-506-1935**
Warehouse Specialist: 602-506-1943
Receiving hours: 7:00 a.m. – 3:00 p.m.

10.0 **FACILITIES MANAGEMENT INVOICES AND PAYMENTS:**

- 10.1 Payment terms shall be calculated based on the date a properly completed invoice is received by the County.
- 10.2 For transactions using a Home Depot Net 30 Account, Contractors shall provide the County with invoices no later than fourteen (14) days after all services and delivery of goods are complete and accepted by the County rendered final.
- 10.3 Home Depot Account invoices should contain access to the following information:
- Company name, address and contact information
 - County bill-to name and contact/requestor information
 - Building name and building number
 - County purchase order number
 - Contract or BidSync agreement number
 - Maximo (Facilities Management) work order number
 - Invoice number and date
 - Date of service or delivery (for Project work: use “Completion date”)
 - Description of services performed
 - Line item description of parts and materials (Time and Materials work)
 - Line item labor breakdown: arrival and completion time, rate per hour x no. of hours by personnel type (Time & Materials work)
 - Total amount due with tax amounts separated (Time and Materials work).
 *On a separate line, clearly indicate the tax rate being applied

- **Payment Terms as stated in the agreement**

10.4 **Questions regarding billing or invoicing shall be directed to the email address below.**

10.5 **Invoices shall be e-mailed to: FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV**

10.6 **If invoices cannot be e-mailed, send by mail to:**

**Maricopa County Facilities Management – Accounts Payable
401 W. Jefferson St.
Phoenix, Arizona 85003**

10.7 **Payment shall be made to the Contractor by the Accounts Payable/Finance department through an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Contractor Registration Form located on the County Department of Finance Contractor Registration Web Site (<http://www.maricopa.gov/922/Vendors>).**

10.8 **EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.**

HOME DEPOT U.S.A., INC., PO BOX 193176, COLUMBUS OH 43218
2455 PACES FERRY ROAD, ATLANTA, GA. 30339

PRICING SHEET: NIGP CODE 45041

Terms:	NET 30
Vendor Number:	VC0000005735
Certificates of Insurance	Required
Contract Period:	To cover the period ending December 31, 2024 2026.



ITEM # 17

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **APPROVE BLANKET PURCHASE ORDERS WITH ACE HARDWARE OF MONTEBELLO (WAJTAVAR CORPORATION), GARVEY EQUIPMENT COMPANY AND WALTERS WHOLESALE ELECTRIC TO PROVIDE EQUIPMENT, HARDWARE, TOOLS, AND RELATED MATERIALS BASED ON RESPONSES TO REQUEST FOR QUOTES (RFQ) NO. 26-02**

DATE: October 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve a blanket purchase order with Ace Hardware of Montebello (Wajtavar Corporation) in the amount of \$5,000 with the option to increase up to \$10,000 for Fiscal Year 2025-26 based on their response to RFQ No. 26-02; and
2. Approve a blanket purchase order with Garvey Equipment Company in the amount of \$10,000 with the option to increase up to \$15,000 for Fiscal year 2025-26 based on their response to RFQ No. 26-02; and
3. Approve a blanket purchase order with Walters Wholesale Electric in the amount of \$25,000 with the option to increase up to \$30,000 for Fiscal year 2025-26 based on their response to RFQ No. 26-02; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The proposed approval of blanket purchase orders awarded to vendors in response to Request for Quotes (RFQ) No 26-02 will allocate a set dollar value to each vendor to fulfill the City's need for equipment and tools. Specifically, blanket purchase orders would be established for Fiscal Year 2025-26 with Ace Hardware of Montebello (Wajtavar Corporation) in the amount of \$5,000 with the option to increase up to \$10,000, Garvey

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 8, 2025

Page 2 of 3

Equipment Company in the amount of \$10,000 with the option to increase up to \$15,000, and Walters Wholesale Electric in the amount of \$25,000 with the option to increase up to \$30,000.

Funding for equipment, hardware, tools, and related materials is included in the adopted Fiscal Year 2025–26 budget under the Public Works Department, Building Maintenance Division (Account No.100-30-510-6000.40) and therefore no budget adjustment is necessary as part of the recommended action.

BACKGROUND/DISCUSSION:

The City of Montebello is committed to maintaining an open and competitive procurement process that provides equal opportunity for qualified vendors to supply critical equipment, hardware, tools, and related materials. These supplies are essential for supporting daily operations across various departments, including Public Works and Parks and Recreation.

To streamline procurement, ensure compliance, and reduce reliance on purchase cards (P-cards) and one-off retail purchases, the City issued RFQ 26-02 to establish annual not-to-exceed blanket purchase orders with reputable suppliers for these routine supply needs.

Multiple bids were received and evaluated based on catalog breadth, availability, pricing, and vendor reliability. Bidders included Ace Hardware of Montebello (Wajtavar Corporation), Garvey Equipment, and Walters Wholesale Electric. Each bidder provided their respective tool and hardware specialization lists. Due to the diversity of each bidder's catalog, it was determined to select multiple vendors. Having access to multiple vendors is critical to cover the wide range of supplies required, including specialty items for electrical work, plumbing, and general hardware.

ENVIRONMENTAL:

N/A

ANALYSIS:

Approving blanket purchase orders with Ace Hardware of Montebello, Garvey Equipment, and Walters Wholesale Electric will:

- Provide departments with reliable sources for quality hardware, tools, and related materials at competitive prices
- Reduce operational downtime by leveraging the vendor's local inventory and prompt delivery capabilities
- Decrease administrative time spent soliciting multiple vendors for routine purchases
- Ensure consistent compliance with the City's purchasing policies

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 8, 2025

Page 3 of 3

Under the proposed award per the responses to RFQ No. 26-02, the City will issue purchase orders as needed within the approved annual budget. The awarded vendors will be required to maintain adequate stock levels and provide responsive customer support throughout the use of the issued purchase order (i.e., through FY 2025-26).

SUMMARY:

In response to RFQ No. 26-02, Staff recommend approving blanket purchase orders for procurement of equipment, hardware, tools, and related materials for Fiscal Year 2025-26 with Ace Hardware of Montebello (Wajtavar Corporation) in the amount of \$5,000 with the option to increase up to \$10,000, Garvey Equipment Company in the amount of \$10,000 with the option to increase up to \$15,000 and Walters Wholesale Electric in the amount of \$25,000 with the option to increase up to \$30,000, based on their extensive product catalog, competitive pricing, and local presence that aligns with the City's operational and budgetary needs.

ATTACHMENT(S)

None



ITEM # 18

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief
Andrew Kim, Senior Management Analyst

SUBJECT: APPROVE BLANKET PURCHASE ORDERS WITH ALLSTAR FIRE EQUIPMENT, GALLS LLC, HARDY AUTO PARTS, L.N. CURTIS AND SONS, MES SERVICE COMPANY AND ZOLL MEDICAL CORPORATION FOR THE ACQUISITION OF FIRE DEPARTMENT EQUIPMENT AND SUPPLIES

DATE: October 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve an increase of \$150,000 to the existing Fiscal Year 2025-26 purchase order with Allstar Fire Equipment, Inc. for personal protective equipment and fire-related supplies for a not-to-exceed amount of \$200,000; and
2. Approve issuance of an annual blanket purchase order to Galls LLC for personal protective equipment and fire-related supplies in an amount that shall not exceed \$150,000 for Fiscal Year 2025-26; and
3. Approve an increase of \$50,000 to the existing FY 2025-26 purchase order with IB Auto Parts Inc. (DBA Hardy Auto Parts) for vehicle-related equipment and supplies for a not-to-exceed amount of \$100,000; and
4. Approve an increase of \$100,000 to the existing FY 2025-26 purchase order with L.N. Curtis and Sons for fire-related supplies for a not-to-exceed amount of \$200,000; and
5. Approve an increase of \$150,000 to the existing FY 2025-26 purchase order with MES Service Company LLC for personal protective equipment and fire-related supplies for a not-to-exceed amount of \$200,000; and
6. Approve an increase of \$50,000 to the existing FY 2025-26 purchase order with Zoll Medical Corporation GPO for fire and emergency medical-related equipment and supplies for a not-to-exceed amount of \$100,000; and

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 8, 2025

Page 2 of 3

7. Authorize the City Manager to approve up to an additional \$25,000 in expenditures for each vendor, for a maximum (potential) not-to-exceed amount of \$225,000 (Allstar Fire Equipment Inc.), \$175,000 (Galls LLC), \$125,000 (IB Auto Parts Inc DBA Hardy Auto Parts), \$225,000 (L.N. Curtis and Sons), \$225,000 (MES Service Company LLC), and \$125,000 (Zoll Medical Corporation GPO); and
8. Take such additional, related actions that may be desirable.

FISCAL IMPACT:

Approval of these blanket purchase orders will establish a combined not-to-exceed expenditure authority of \$950,000 for Fiscal Year 2025–26, which includes increases to existing purchase orders (Attachment A). With the additional \$25,000 authorization approved on an as-needed basis, the total maximum expenditure authority is \$1,100,000 across all vendors for FY 2025-26.

The authority requested includes increases to existing blanket purchase orders for the current fiscal year with Allstar Fire Equipment, Hardy Auto Parts, L.N. Curtis and Sons, MES Service and Zoll Medical Corporation, and establishment of a new blanket purchase order with Galls LLC. Funding for these purchases is available in the adopted FY 2025-26 Fire Department operating budget, and no additional appropriations are required at this time. The approval of these blanket purchase orders ensures fiscal planning for the current fiscal year while maintaining compliance with the City’s purchasing policies.

BACKGROUND/DISCUSSION:

The Fire Department relies on a limited number of specialized vendors to provide essential personal protective equipment, emergency medical supplies, and vehicle parts necessary to maintain daily operations, ensure firefighter safety, and sustain emergency response capability. Some of these vendors are considered “Sole Source” for specialized or exclusive products carried by their organizations. For some of these vendors, staff will use the authority of Montebello Municipal Code Chapter 3.20.050(C) Standardization of Goods and/or Services to purchase consistent public safety equipment to ensure the interoperability of the Fire Department.

Allstar Fire Equipment, Inc., Galls LLC, L.N. Curtis and Sons, and MES Service Company LLC supply protective clothing, equipment, and fire suppression tools. IB Auto Parts Inc. (DBA Hardy Auto Parts) provides the necessary vehicle-related parts and maintenance support for the department’s fleet, while Zoll Medical Corporation GPO supplies critical emergency medical devices, including defibrillators, cardiac monitors, and related equipment.

In 2022, Fire Department staff submitted a similar staff report with regularly used vendors to establish a continuity of operations and allow for the City to project and budget expenses for the subsequent three fiscal years. With all but one of the purchase order authorizations ending in fiscal year 2024-25, this staff report seeks to establish authorization to procure essential public safety equipment by establishing blanket purchase orders for Fiscal Year 2025-26 (Attachment A).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The approval of blanket purchase orders with Allstar Fire Equipment, Galls LLC, Hardy Auto Parts, L.N. Curtis, MES Service and Zoll Medical Corporation will allow the Fire Department to meet current operational needs. By establishing blanket purchase orders for FY 2025-26 (Attachment A), the department will have the ability to procure critical equipment and supplies without delay, maintain operational readiness, and ensure uninterrupted service to the community.

ATTACHMENT(S)

1. Attachment A - Table of Compensation FY 25-26

Table of Compensation FY 2025-26

FY 2025-26			
	Existing POs	Total Increase	Total PO Amount
Allstar Fire Equipment Inc.	\$49,999.99	\$150,000.01	\$200,000
Galls LLC	\$150,000	N/A	\$150,000
IB Auto Parts Inc DBA Hardy Auto Parts	\$49,999.99	\$50,000.01	\$100,000
L.N. Curtis and Sons	\$100,000	\$100,000	\$200,000
MES Service Company LLC	\$49,999.99	150,000.01	\$200,000
Zoll Medical Corporation	\$49,999.99	\$50,000.01	\$100,000
Total	\$449,999.96	\$500,000.04	\$950,000

Note: This table does not include the additional \$25,000 authorization approved on an as-needed basis; the total maximum expenditure authority with this extra as-needed authorization is \$1,100,000 across all vendors per fiscal year.



ITEM # 19

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: ADOPT RESOLUTION NO. 25-88 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT'S REGIONAL RECREATION, MULTI-USE TRAILS AND ACCESSIBILITY GRANT PROGRAM

DATE: October 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-88 authorizing the submission of an application for the Los Angeles County Regional Park and Open Space District's Regional Recreation and Multi-Use Trails and Accessibility Grant Program; and
2. Authorize the City Manager to designate authority to the Director of Recreation and Community Services to conduct all negotiations and execute and submit documents reasonably necessary for the completion of the awarded project; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no financial impact associated with the submission of an application to the Regional Recreation, Multi-Use Trails and Accessibility Grant Program. The program is currently accepting applications for acquisition, development, improvement, restoration, or rehabilitation projects that can improve, connect, and protect regional recreational facilities, trails, and accessibility. Applications can request up to \$4 million per project and staff is estimating the cost of the proposed project to reach that figure.

BACKGROUND/DISCUSSION:

In November 2016, Measure A (The Safe, Clean Neighborhood Parks, Open Space,

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 8, 2025

Page 2 of 2

Beaches, River Protection, and Water Conservation Measure) was approved by voters in Los Angeles County. It replaced the expiring Proposition A to ensure parks, open spaces, beaches, and waterways are built and protected for future generations. Measure A funding is distributed into seven funding categories, one of them being the Competitive Grants Program. This cycle of Competitive Grant Programs will provide a total of \$58 million in Measure A funding to support planning and development efforts across Los Angeles County.

The City will be applying specifically to the Regional Recreation, Multi-Use Trails and Accessibility Grant Program. This program aims to support regional recreation projects that improve access to nature, increase countywide connectivity, and serve broad populations. There is no match required for this grant funding.

Staff is proposing the submittal of an application for Reggie Rodriguez Park due to its proximity to the Rio Hondo River Trail which regionally connects the park. The project proposal will include the addition of a walking trail around the perimeter of the park, lighting, restroom renovation, a baseball/soccer field, and a multi-purpose sports court. These improvements are a part of the Reggie Rodriguez Park Specific Plan which was developed as a part of the City's Parks Master Plan utilizing community input.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

That the City Council adopt Resolution No. 25-88 authorizing the submission of an application for the Los Angeles County Regional Park and Open Space District's Regional Recreation, Multi-Use Trails and Accessibility Grant Program and authorize the City Manager to designate authority to the Director of Recreation and Community Services to conduct all negotiations and execute and submit documents reasonably necessary for the completion of the awarded project.

ATTACHMENT(S)

1. Attachment A - Resolution No. 25-88

RESOLUTION NO. 25-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE FILING OF AN APPLICATION FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR THE REGGIE RODRIGUEZ WALKING TRAIL AND MULTI-USE FIELD PROJECT

RECITALS

WHEREAS, the voters of the County of Los Angeles on November 8, 2016 approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A); and

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, said application contains assurances that the City of Montebello must comply with; and

WHEREAS, the City of Montebello will enter into Agreement with the District to provide funds for acquisition projects, development projects, and/or programs.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. Approves the filing of an application with the Los Angeles County Regional Park and Open Space District for Measure A Funds for the above-named project; and

SECTION 2. Certifies that the City of Montebello understands the assurances and will comply with the assurances in the application form; and

SECTION 3. Appoints the Director of Recreation and Community Services, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

[SIGNATURES PAGE TO FOLLOW]

APPROVED AND ADOPTED THIS 8th DAY OF OCTOBER 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman,
City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MONTEBELLO) SS:

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-88 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 8th day of October 2025 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk



ITEM # 20

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

**SUBJECT: APPROVE SUBMISSION OF AN APPLICATION FOR THE GAMETIME
COMMUNITY CHAMPIONS PLAYGROUND GRANT PROGRAM**

DATE: October 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve submission of an application for the GameTime Community Champions Playground Grant Program; and
2. Authorize the City Manager to designate authority to the Director of Recreation and Community Services to conduct all negotiations and execute and submit documents reasonably necessary for the completion of the awarded project; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no financial impact associated with the submission of an application to the GameTime Community Champions Playground Grant Program. The program is currently accepting applications for funding to purchase playground equipment sets.

The City of Montebello would be required to provide a funding match amount of 50% of the total playground equipment cost. Staff is estimating the cost of playground equipment to be \$150,000, thus requiring a possible City match of at least \$75,000. The cost of demolition of the existing playground, as well as installation of the new equipment and an accessible path of travel to the playground, is expected to cost an additional \$75,000.

The City plans to utilize Measure A Annual Allocation funding to provide the City's match requirement for the playground equipment in addition to the demolition and installation costs for the new playground.

BACKGROUND/DISCUSSION:

GameTime is a company that sells playground equipment and is currently offering a grant program that provides up to 100% matching funds for qualifying playground equipment systems.

The City will be applying for funding to replace the City Park North playground. This is the oldest playground in the City and is in need of replacement. The proposed new playground will be designed for children ages 5-12 and feature inclusive playground design and sensory rich activities that support the physical, social, and emotional development of children.

The new playground system is estimated to cost \$150,000 and it is estimated that the City will be required to pay \$75,000 for its portion of the playground equipment. The City plans to utilize Measure A Annual Allocation funding to cover this cost, and will use an additional \$75,000 of Measure A funds to cover the costs of the demolition of the existing playground and installation of the new equipment. The City receives an allocation of funds from Los Angeles County's Measure A Annual Allocation program each year.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend City Council approval to submit an application for the GameTime Community Champions Playground Grant Program. If approved, the Council will also authorize the City Manager to designate authority to the Director of Recreation and Community Services to handle all negotiations and to execute and submit any documents necessary to complete the awarded project.

ATTACHMENT(S)

None



ITEM # 21

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief
Andrew Kim, Senior Management Analyst

**SUBJECT: APPROVE APPROPRIATION OF MATCHING FUNDS AND
AUTHORIZATION OF PURCHASE ORDERS FOR THE FISCAL YEAR
2023 EMERGENCY OPERATIONS CENTER (EOC) GRANT PROGRAM**

DATE: October 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$266,442 in Account No. 100-85-880-6010.10 (General Fund, Fire, Communications, Machinery & Equipment) for the remaining required local match for the Fiscal Year 2023 Emergency Operations Center (EOC) Grant Program; and
2. Approve an increase of \$675,000 to the existing Fiscal Year 2025-26 purchase order with Motorola Solutions, Inc. for the purchase of public safety radios, equipment, and software upgrades related to the EOC Grant Program; and
3. Approve issuance of a purchase order to Viavi Solutions for communications testing equipment in an amount that shall not exceed \$115,000; and
4. Approve issuance of a purchase order to Commline Inc. for public safety radios and equipment in an amount that shall not exceed \$170,000; and
5. Approve issuance of a purchase order to a to be determined vendor for a towable emergency generator in an amount that shall not exceed \$85,000; and
6. Authorize the City Manager to approve up to an additional \$25,000 in expenditures for each vendor, for a maximum (potential) not-to-exceed amount of \$700,000 (Motorola Solutions, Inc.), \$140,000 (Viavi Solutions), \$195,000 (Commline Inc.), and \$110,000 (a TBD vendor); and
7. Authorize purchases from the above mentioned vendors by utilizing the exception to the bidding and procurement process allowed by Montebello Municipal Code Section 3.20.050(C) - Standardization of Goods and/or Services; and

8. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Fiscal Year 2023 Emergency Operations Center (EOC) Grant Program provides \$2,211,745 in federal grant funding administered through the California Office of Emergency Services (Cal OES). A local match of \$737,248 is required, bringing the total project budget to \$2,948,993. To date, staff have expended \$1,883,225 (\$1,412,418 in grant funds and \$470,807 in matching funds).

The requested appropriation of \$266,442 represents the balance of the local match that was not previously appropriated as part of the original grant acceptance authorization. The recommended actions require amending the Fiscal Year 2025-26 budget by increasing appropriations by \$266,442 in Account No. 100-85-880-6010.10 (General Fund, Fire, Communications, Machinery & Equipment) for the remaining required local match for the Fiscal Year 2023 Emergency Operations Center (EOC) Grant Program.

The purchases related to this grant award to be made from Motorola, Viavi, Commline and a vendor to be determined for the purchase of a towable generator will be made utilizing Montebello Municipal Code Section 3.20.050(C) - Standardization of Goods and/or Services: *"When goods and/or services are required to maintain consistent operation or function to an existing technology or public safety system or program already in use by the city."*

The equipment, supplies, software and labor procured through this grant program will be utilized to maintain the City's public safety communication infrastructure. Montebello and numerous surrounding cities rely on the uninterrupted functioning of Montebello's public safety communications system for Police and Fire response. The vendors (i.e., Motorola, Viavi, Commline) from which these purchases will be made have been used previously for public safety communications needs. Therefore, MMC Section 3.20.050(C) allows for the standardization of purchases to maintain the inter-operability of the public safety communication system.

BACKGROUND/DISCUSSION:

On November 8, 2023, the City Council approved the receipt of a subaward from Cal OES for the FY 2023 Emergency Operations Center (EOC) Grant Program. While the grant award of \$2,211,745 was appropriated at that time, the required local match of \$737,248 was not included in the appropriation.

Since November 2023, the Fire Department has expended \$1,883,225 on eligible emergency communications and supportive equipment projects. These projects were completed under budget, leaving a remaining balance of \$1,065,768 to be expended. Staff are currently working with Cal OES to submit a project modification request to allocate the remaining funds toward additional communications and supportive

emergency equipment.

To complete the project and meet the federal cost-share (matching) requirement, staff is requesting appropriation of the remaining \$266,442 local match. Staff have identified several critical emergency communications and support needs that can be funded with the remaining balance of grant and matching funds.

Currently, the performance period of this grant is set to end in early 2026; however, staff have submitted an extension request. At this time, staff have not been notified if this extension request has been approved. Staff are currently working on a modification request to outline and describe the items the City is requesting to purchase, which includes radios, communication equipment, and emergency generators.

To ensure timely expenditure of the Emergency Operations Center (EOC) Grant Program funds and maximize the use of the remaining grant award balance, staff is requesting approval of several purchase orders for critical communications and emergency support equipment (Attachment A). These purchases will be made using the authority in MMC Section 3.20.050(C) - Standardization of Goods and/or Services.

These purchases require increasing the existing purchase order with Motorola Solutions, Inc. by \$675,000 for public safety radios, equipment, and software upgrades. Staff is also requesting approval of a purchase order with Viavi Solutions for communications testing equipment in an amount not to exceed \$115,000, a purchase order with Commline Inc. for public safety radios and equipment in an amount not to exceed \$170,000, and a purchase order with a vendor to be determined for a towable emergency generator in an amount not to exceed \$85,000. The vendor for the generator is pending additional quotations, as staff is evaluating options to determine the best value for the City.

Staff also recommends authorizing the City Manager to approve up to an additional \$25,000 in expenditures for each vendor. This provides a buffer in case invoices or quotes fluctuate, ensuring the City can complete the grant-funded project without delays. With this contingency included, the maximum not-to-exceed amounts would be \$700,000 for Motorola Solutions, Inc., \$140,000 for Viavi Solutions, \$195,000 for Commline Inc., and \$110,000 for a vendor to be determined for purchase of a towable generator. These actions will give the City the flexibility to move forward with procurement, maintain compliance with the grant, and secure essential emergency communications resources.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend appropriating the remaining required local match for the FY 2023

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 8, 2025

Page 4 of 4

Emergency Operations Center (EOC) Grant Program and authorizing purchase orders necessary to acquire additional emergency communications equipment that is determined eligible under this grant award utilize the authority in Montebello Municipal Code Section 3.20.050(C) - Standardization of Goods and/or Services. The recommended actions also require amending the Fiscal Year 2025-26 budget by increasing appropriations by \$266,442 in Account No. 100-85-880-6010.10 (General Fund, Fire, Communications, Machinery & Equipment). This action ensures full compliance with the grant's cost-share requirements and allows the City to maximize federal and local resources to strengthen emergency preparedness and response capabilities.

ATTACHMENT(S)

1. Attachment A - Table of Compensation

Table of Compensation FY 2025-26

FY 2025-26		
	POs	POs with Additional \$25,000 Authority
Motorola Solutions	\$675,000	\$700,000
Viavi Solutions	\$115,000	\$140,000
Commline Inc.	\$170,000	\$195,000
TBD Vendor for Emergency Generator	\$85,000	\$110,000
Total	\$1,045,000	\$1,145,000



ITEM # 22

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

**SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE NO. 2483
AMENDING CHAPTER 17 OF THE MONTEBELLO MUNICIPAL CODE
TO ESTABLISH CHAPTER 17.41- VIEWSHED PRESERVATION
OVERLAY**

DATE: October 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Waive Second Reading and adopt Ordinance No. 2483, amending Chapter 17 of the Montebello Municipal Code ("MMC") to establish Chapter 17.41 - Viewshed Preservation Overlay to protect and preserve significant public and private views; and
2. DETERMINE AND FIND that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment, considering that it can be seen with certainty that there is no possibility that adding a viewshed preservation overlay will have a significant effect on the environment and pursuant to CEQA Section 15303 related to construction and location of limited numbers of new, small facilities or structures, and the conversion of existing small structures that are consistent with the City's general plan policies and zoning regulations; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The recommended actions do not have a fiscal impact.

BACKGROUND/DISCUSSION:

In an effort to enhance community livability and celebrate Montebello's unique visual character, the City is taking steps to protect the scenic views that contribute to its identity and quality of life. Views of mountainous areas, ridgelines, skyline vistas, city lights, and culturally significant landmarks are valued by residents and visitors alike. As the City continues to grow and evolve, it is important to ensure that these visual assets are preserved for current and future generations.

To support this vision, staff is proposing a Viewshed Preservation Overlay Ordinance ("proposed Ordinance") that establishes specific requirements for properties located within designated viewshed protection areas. The focus is maintaining the community's aesthetic character and safeguarding access to important scenic views through thoughtful planning and limitations on improvements that include, but are not limited to, new structures or additions that block views, unmanaged vegetation that grows into existing view corridors.

Pursuant to state and local regulations, the Planning Commission is authorized to act on Zone Code Amendments as follows:

- Section 65857 of the California Government Code states that the City Council may approve, modify, or disapprove shall make a written recommendation on the adoption or amendment of the Zoning Ordinance.
- Section 17.76.020 of the Montebello Municipal Code ("MMC") authorizes the City Council or Planning Commission to initiate an amendment to Chapter 17 – *Zoning*.
- Section 17.76.060 of the MMC authorizes the City Council to hold at least one public hearing for a proposed amendment.
- Section 17.76.070 of the MMC authorizes City Council to consider a matter that has recommended approval from the Planning Commission.

On June 17, 2025, the Planning Commission considered the proposed Zone Code Amendment. After the Planning Commission's independent review, consideration, analysis of Staff's report and the information presented, as well as oral and written testimony by persons of the public, the Planning Commission unanimously voted to continue the item to August 5, 2025.

As part of its community engagement effort, on July 26, 2025, the Planning and Community Development Department hosted a booth at the City of Montebello 2025 Downtown Street Fest to gather input on the proposed Viewshed Ordinance. A total of 184 community surveys were collected during this event. Based on the survey results, 80% of respondents stated that preserving views is very important, specifically preserving views of hillsides, open spaces and views from public parks.

At its continued meeting on August 5, 2025, Planning Commission reconsidered the item related to the proposed Viewshed Ordinance. During this meeting, staff presented the community survey results gathered during the Downtown Street Fest. Staff also

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 8, 2025

Page 3 of 11

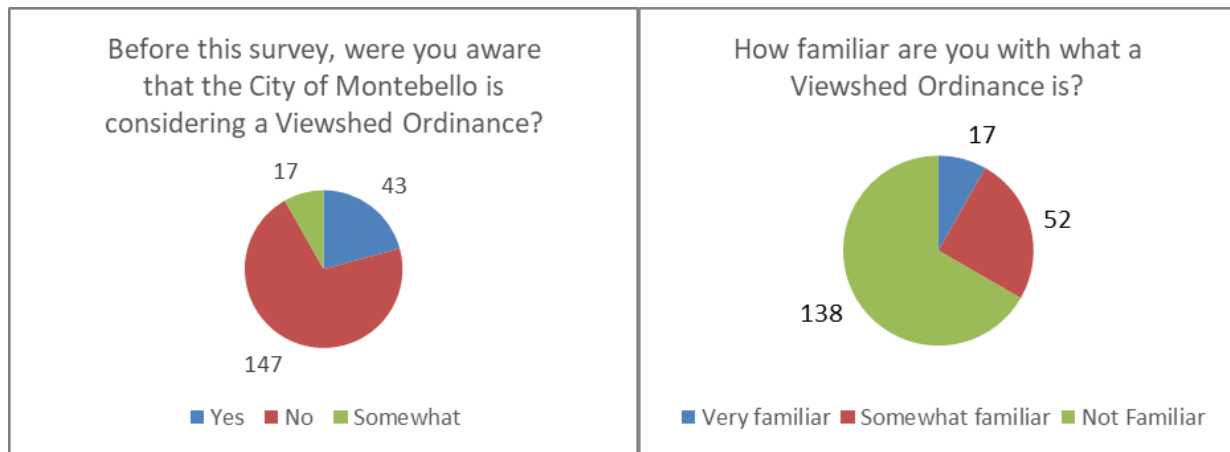
addressed questions previously raised by the Commission during the June 17, 2025, public hearing. Following the discussion, the Planning Commission unanimously voted to recommend approval of the proposed Ordinance to the City Council.

On August 6, 2025, Planning staff hosted another outreach booth at the City's Concerts in the Park 2025 event, where an additional 23 surveys were collected. With similar results from surveys gathered at the Downtown Street Fest, 86% of the respondents emphasized the importance of preserving views of hillsides, open space and public parks.

On September 24, 2025, the City Council considered the proposed Zone Code Amendment. After the City Council's independent review, consideration, analysis of Staff's report and the information presented, as well as oral and written testimony by persons of the public, the City Council unanimously voted to introduce and waive first reading of Ordinance No. 2483, amending Chapter 17 of the MMC to establish Chapter 17.41 - Viewshed Preservation Overlay.

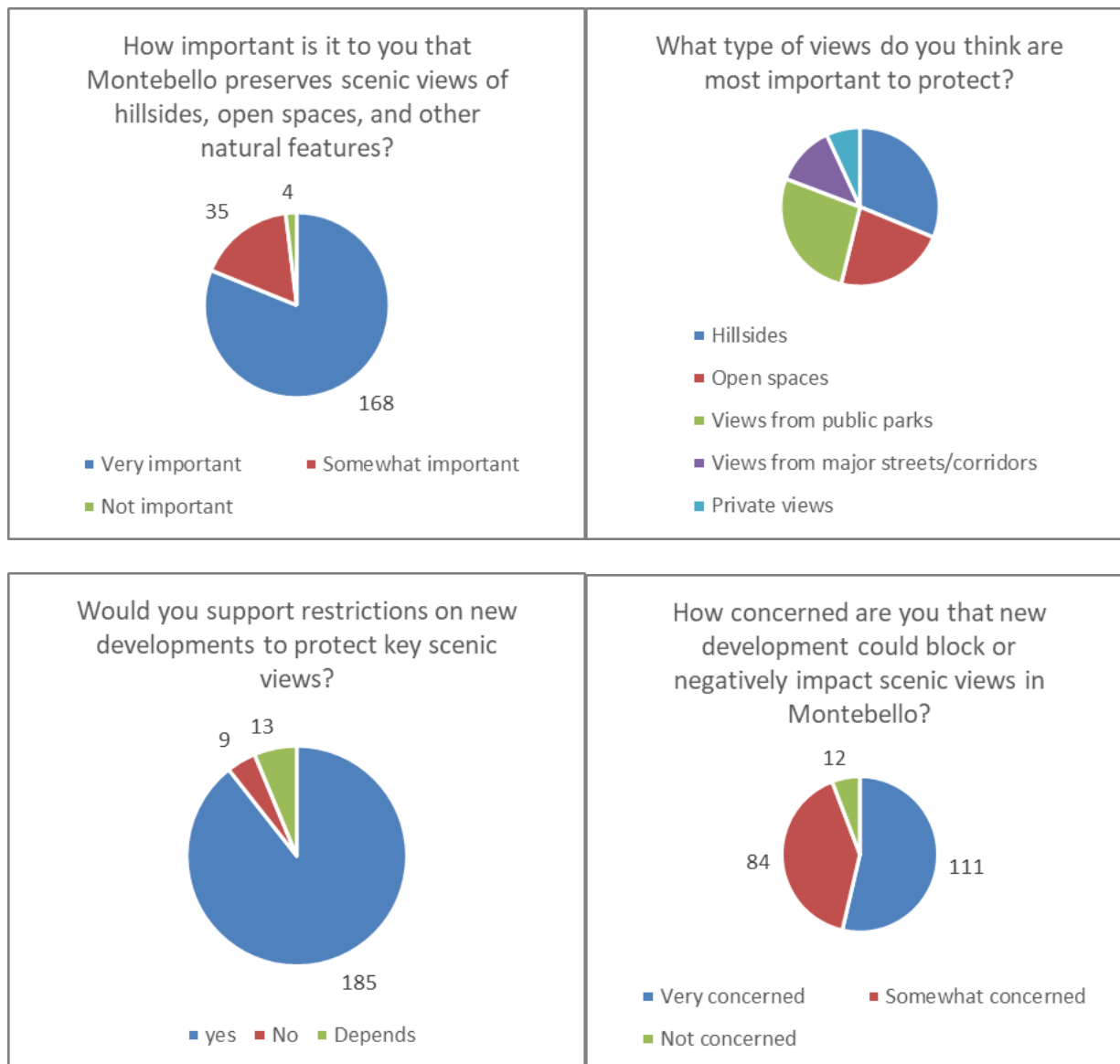
SURVEY RESULTS

As previously noted in this staff report, as part of the public outreach process for the proposed Viewshed Ordinance, the City hosted informational booths at two community events; on July 26, 2025 and August 6, 2025. These events provided residents the opportunity to learn about the Ordinance and share their feedback through a brief survey. During these events, the City collected a combined total of 207 surveys. The following charts present a summary of the responses to each survey question.



CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 8, 2025

Page 4 of 11



PUBLIC NOTIFICATION

Pursuant to MMC Section 17.78 (Public Hearings, Notices, and Appeals) the following noticing was performed:

- On September 11, 2025, the Public Hearing Notice was published in the Montebello News for the Planning Commission.

ENVIRONMENTAL:

Pursuant to the provisions of the California Environmental Quality Act ("CEQA") Section 15061(b)(3), the project is considered covered by the common sense exemption. The common sense CEQA exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and also

states that “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.” The proposed Ordinance amending MMC Chapter 17 does not have the potential to degrade the quality of the environment or have a significant effect on the environment. Actions proposed in the Zone Code Amendment are not considered a “project” under CEQA Guidelines Section 15378 in that there is no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

ANALYSIS:

The purpose of the proposed Ordinance is to establish regulations that protect and preserve significant public and private views of natural features such as ridgelines, mountains, and valleys, as well as culturally and visually important landmarks. The proposed Ordinance includes definitions, identifies protected views and designated viewshed protection areas, and sets forth regulations and design standards intended to preserve and minimize obstruction of scenic views. The proposed Ordinance is consistent with the City’s General Plan and is intended to enhance the City’s visual character and maintain community aesthetics. Particularly, the proposed Ordinance is consistent with key goal No. 6 of the City’s General Plan regarding Hillside Neighborhood, which states: “*Maintain views of city lights.*” The proposed Ordinance supports this goal by implementing design standards that minimize obstruction of the visual landscape, including distant views, skyline views of distant cityscapes like downtown LA, city lights canopies, mountain vistas, ridgelines, and other natural features, contributing to the quality of life, economic vitality and well-being of the citizens of Montebello. Additionally, any city trees or public improvements are not included in this ordinance.

PROPOSED ZONE CODE AMENDMENT

Chapter 17.41 Viewshed Prevention Overlay

17.41.010 PURPOSE AND INTENT

The purpose of this ordinance is to establish regulations that protect and preserve significant views from public and private vantage points in the City of Montebello (the “City”). This ordinance aims to maintain the visual character of the community, enhance the aesthetics of the urban and natural environment, and preserve the public’s access to important views, particularly those of mountainous areas, ridgelines, skyline views of cityscapes or city lights, and other key natural features.

17.41.020 DEFINITIONS

For the purposes of this ordinance, the following definitions apply:

1. **Viewshed:** The area visible from a specific location, such as a public street, park, or residential property, including natural features like ridgelines, hills, mountains, and valleys, as well as urban landmarks.

2. **Protected View:** A view from a hillside area deemed significant due to its scenic, cultural, historical, or environmental importance, as determined by the City's planning and community development department or designated review body.
3. **Building Height:** The vertical distance measured from the finished grade to the highest point of the structure, including roof structures, chimneys, and antennae.
4. **City Lights:** The skyline canopy of city lights seen from a distance.
5. **Obstruction:** Any physical structure, including fences and walls, vegetation, or other elements that may obstruct or diminish a protected view.
6. **Viewshed Protection Area:** Geographic zones or areas defined by the City, where significant views are identified and subject to protection under this ordinance.
7. **Visual or Landscape Character:** An impartial description of what the landscape consists of, defined by the relationships between existing, visible natural and built landscape features.
8. **Visual Resource:** Components of the visible natural, cultural, or project environments. A visual resource is any visible site, object, or feature of the landscape.
9. **Visual Quality:** Visual quality is a result of the interactive experience viewers and their environment.
10. **Reflective exterior material:** Material that causes glare like polished metal panels including stainless steel or aluminum composites.

17.41.030 DESIGNATION OF PROTECTED VIEWS AND VIEWSHED PROTECTION AREAS

1. The City Council shall, from time to time, adopt and amend a map designating protected views and viewshed protection areas within the City. The map shall be maintained by the Planning & Community Development Department and available for public inspection.
2. Protected views shall include, but are not limited to:
 - Views of significant ridgelines, skyline views of cityscapes or city lights, mountains, valleys, and other natural features.
 - Views of landmarks and culturally important sites.
 - Views from public spaces, such as parks, trails, and streets.
 - Visual character defining resources and features include landforms, vegetation, land uses, buildings, transportation facilities, overhead utility structures and lighting, open space, viewpoints, and views to visual resources, waterbodies and historic structures.

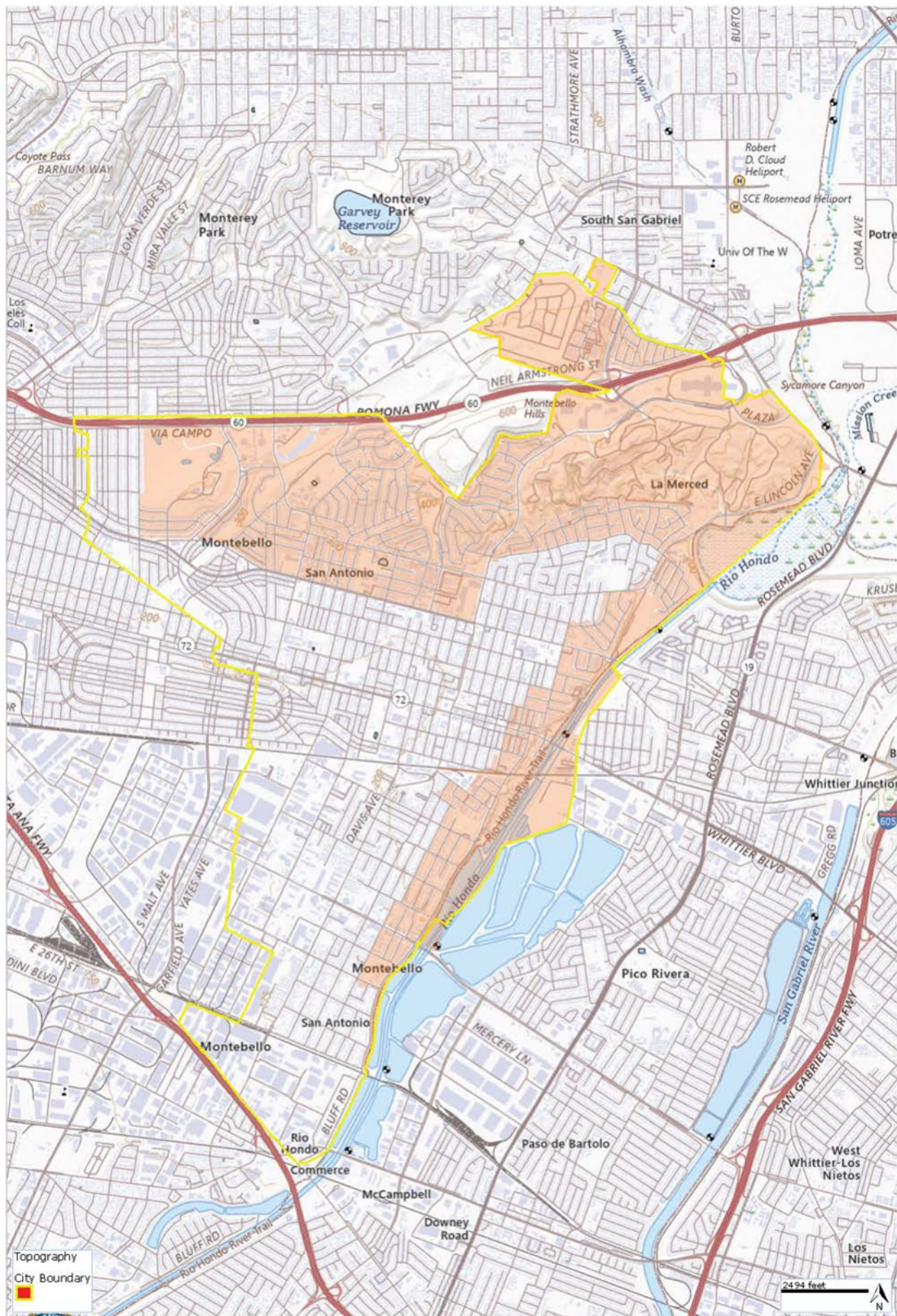
17.41.040 REVIEW PROCEDURE FOR DEVELOPMENT AND/OR IMPROVEMENTS AFFECTING PROTECTED VIEWS

1. **Development Review:** Fences, walls, hedges and any other landscape shall not exceed three feet in height, or six feet in height if the fence is made of non-view obscuring material. Fences, walls, hedges, and landscape obscuring over 3 feet, will require a visual impact analysis.

2. **Application Requirements:** Developers shall submit a visual impact analysis as part of the development application, which demonstrates how the project will maintain or enhance the integrity of protected views.
3. **Mitigation Measures:** If a proposed development is found to significantly obstruct or diminish a protected view, the applicant may be required to:
 - Adjust the height, size, color, bulk, or placement of the structure to minimize impact.
 - Incorporate landscaping, screening, or other elements to reduce visual intrusion.
 - Explore alternative site designs or building configurations that better preserve the protected view.
4. **Variance:** If the proposed development cannot be reasonably modified to avoid impact to a protected view, the applicant may request a variance, subject to approval by the Planning Commission, based on findings of exceptional circumstances.

17.41.050 VISUAL IMPACT ANALYSIS

Visual impact analysis may be required for any property in any viewshed area designated on Exhibit 17.41.050, Viewshed Preservation Areas Map. If it is determined by the Director of Planning and Community Development that the construction of new multiple story structure or any addition may obstruct the protected views, a visual analysis shall be required.



VIEWSHED PRESERVATION AREAS MAP

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17.41.060 HEIGHT LIMITATIONS IN VIEWSHED PROTECTION AREAS

1. In designated viewshed protection areas, maximum building heights shall be regulated to prevent the obstruction of protected views.
2. The specific height limits for development projects within viewshed protection areas shall be determined by the City Council and outlined in the City's zoning code.
3. Any building or structure that exceeds these height limits may be required to incorporate measures that minimize visual impact, such as stepped-back facades, lower profiles, or architectural features that blend with the natural environment.

17.41.070 EXTERIOR COLOR AND MATERIAL LIMITATIONS IN VIEWSHED PROTECTION AREAS

1. In the designated viewshed protected areas, colors of residence, fences, walls, and all other exterior structures should complement or be consistent with the colors of the natural environment. Visible roof coverings and deck surfaces shall not be reflective.
2. For exterior surfaces, the materials should be natural such as stone and wood. Reflective exterior material finishes or glazing should not be utilized.

17.41.080 PUBLIC ENGAGEMENT AND NOTIFICATION

1. Property owners, residents, and other stakeholders within the viewshed protection areas shall be notified of proposed developments that may impact protected views. Public hearings and input shall be encouraged during the review process.
2. The City shall ensure that all decisions regarding viewshed protection are transparent and that stakeholders have an opportunity to voice concerns.

17.41.090 ENFORCEMENT AND PENALTIES

1. The City shall enforce the provisions of this ordinance through its Planning & Community Development Department. Unauthorized development that causes significant harm to protected views may be subject to fines, penalties, or removal of the offending structures or obstructions.
2. The City may also issue notices of violation to property owners who fail to comply with view protection requirements.
3. The City shall provide a right to action for property owners who suffer losses (e.g., reduced property value) to either demand for the removal of the obstruction or monetary damages.

17.41.100 EXCEPTIONS AND SPECIAL CIRCUMSTANCES

1. Pursuant to a determination by the Director of Planning and Community Development, exceptions to the provisions of this ordinance may be granted under specific circumstances, including but not limited to:
 - Projects that provide substantial public benefits that outweigh the visual impact.
 - Emergency situations or critical infrastructure needs that require modifications to the existing development rules.
 - Projects that satisfy the findings required for Variances pursuant to MMC Section 17.72.060 as determined by the Director of Planning and Community Development.

17.41.110 CEQA.

Pursuant to the provisions of the California Environmental Quality Act ("CEQA") Section 15061(b)(3), the project is considered covered by the common sense exemption. The common sense CEQA exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and also states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The Viewshed Prevention Overlay does not have the potential to degrade the quality of the environment or have a significant effect on the environment. Furthermore, the Viewshed Prevention Overlay is not considered a "project" under CEQA Guidelines Section 15378 in that there is no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

17.41.120 SEVERABILITY

If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

17.41.130 EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after approval by the City Council.

17.41.140 PUBLICATION

The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

SUMMARY:

The proposed Viewshed Preservation Overlay Ordinance conforms with the Montebello General Plan as it will preserve and protect the visual landscape of the City's natural features as well as culturally important landmarks. The proposed Ordinance establishes definitions, identifies protected views and designated viewshed protection areas, and sets forth regulations and design standards intended to minimize obstruction of scenic views. Therefore, it is recommended that the City Council waive second reading and adopt Ordinance No. 2483, amending Chapter 17 of the Montebello Municipal Code adding Chapter 17.41 - *Viewshed Preservation Overlay* related to the protection and preservation of significant public and private views as provided in Attachment A, hereto and incorporated by reference.

ATTACHMENT(S)

1. Attachment A: Ordinance No. 2483
2. Attachment B: CEQA Exemption
3. Attachment C: Planning Commission Resolution No. 08-25
4. Attachment D: Public Hearing Notice
5. Attachment E: Planning Commission Public Comment

ORDINANCE NO. 2483**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING TITLE 17 OF THE MONTEBELLO MUNICIPAL CODE TO ESTABLISH CHAPTER 17.41 – VIEWSHED PRESERVATION**

WHEREAS, the City of Montebello (“City”) is a general law city, incorporated under the laws of the State of California, with the power to make and enforce within its jurisdictional limits all local, police, sanitary, land use, and other ordinances and regulations not in conflict with general laws of the state; and

WHEREAS, the City Council of the City of Montebello recognizes the importance of preserving the natural and scenic views that contribute to the character and identity of the community; and

WHEREAS, the City of Montebello’s General Plan, the City’s guiding policy document created to carry out the community’s goals and vision on the physical structure of the City, states that a key goal of the community is to “maintain views of city lights for its hillside neighborhoods”; and

WHEREAS, the preservation of the visual landscape, including distant views, skyline views of distant cityscapes like downtown Los Angeles, city lights canopies, mountain vistas, ridgelines, and other natural features, contributes to the quality of life, economic vitality, and well-being of the citizens of Montebello; and

WHEREAS, the City Council is committed to ensuring that future development does not detract from the visual quality of the City and the surrounding landscape by establishing regulations for viewshed protection; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY ORDAINS AS FOLLOWS:

SECTION 1. RECITALS. The above recitals are true and correct and hereby incorporated into this Ordinance.

SECTION 2. AMENDMENT. Chapter 17.41 of the Montebello Municipal Code is hereby established to read as follows:

Sections:

17.41.010 PURPOSE AND INTENT

The purpose of this ordinance is to establish regulations that protect and preserve significant views from public and private vantage points in the City of Montebello (the "City"). This ordinance aims to maintain the visual character of the community, enhance the aesthetics of the urban and natural environment, and preserve the public's access to important views, particularly those of mountainous areas, ridgelines, skyline views of cityscapes or city lights, and other key natural features.

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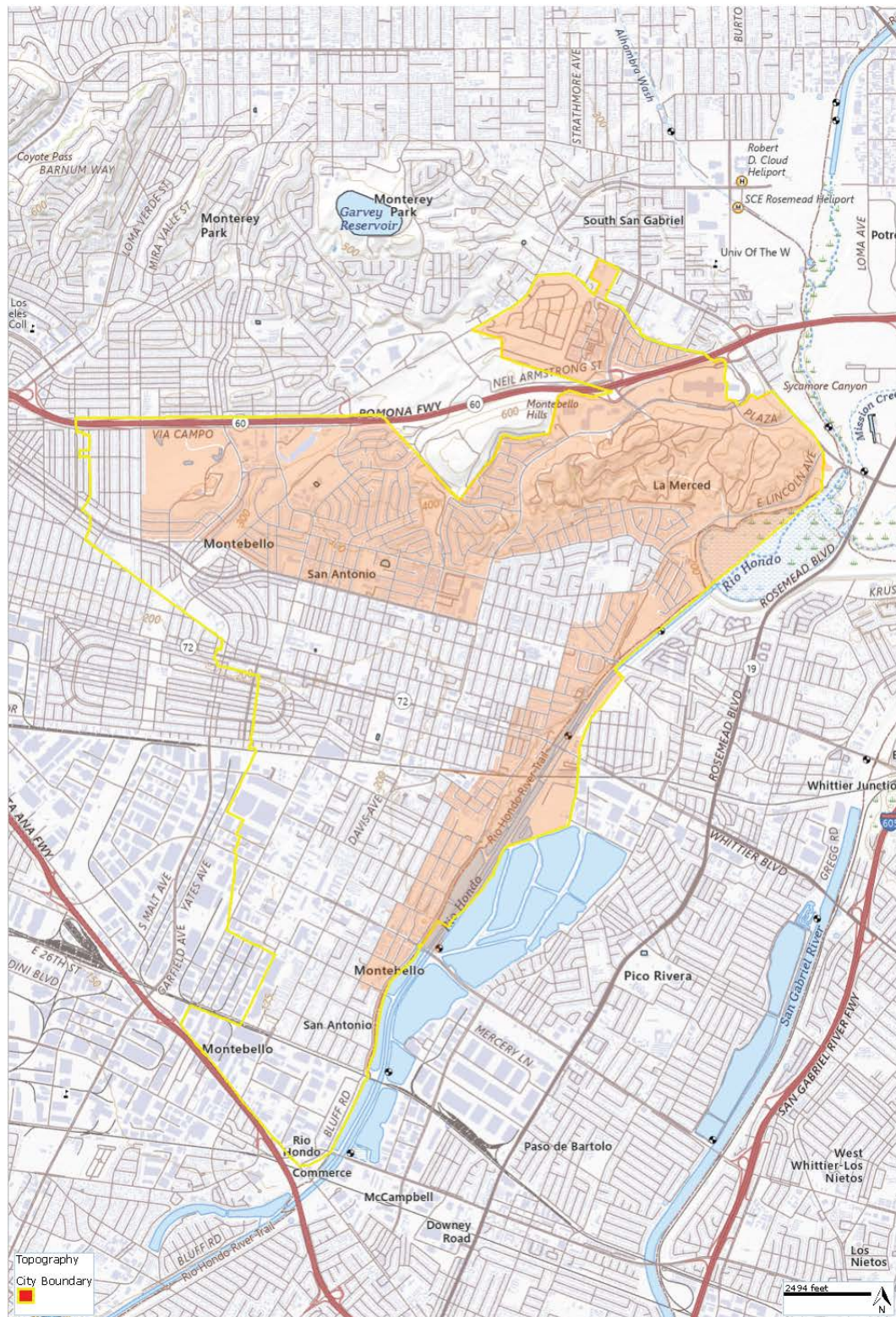
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VIEWSHED PRESERVATION AREAS MAP

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17.41.120 SEVERABILITY

If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

17.41.130 EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after approval by the City Council.

17.41.140 PUBLICATION

The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED, AND ADOPTED 8TH DAY OF OCTOBER 2025.

Salvador Melendez, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 24th day of September 2025, and was adopted by the City Council of the City of Montebello at its meeting held on the 8th day of October 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk

Notice of CEQA Exemption**To:**

County of Los Angeles
 Registrar-Recorder/County Clerk
 12400 Imperial Highway
 Norwalk, CA 90650

From:

City of Montebello
 Planning & Community Development Department
 1600 W. Beverly Blvd.
 Montebello, CA 90640

Lead Agency: City of Montebello, Planning and Community Development Department

Project Title: Establishment Viewshed Protection Overlay

Project Location: Citywide

Case Number(s): PC-2025-0006-ZCA & ENV No. 09-25-CE

Description of Nature, Purpose, and Beneficiaries of Project: A Zone Code Amendment (“ZCA”) to modify the Montebello Municipal Code (“MMC”) to establish Chapter 17.41 Viewshed Protection Overlay, and adoption of a CEQA Exemption under § 15061(b)(3)

Name of the Public Agency Approving the Project: City of Montebello

Name of Person or Agency Carrying Out the Project: City of Montebello

Exempt Status (*check one*)

- ☐ Ministerial (Sec. 21080(b)(1); 15268(b)(3))
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption. State type and section number:
☒ Statutory Exemptions. State code number: 15061(b)(3)

Justification for Project Exemption:

Pursuant to the California Environmental Quality Act (CEQA), this project is exempt from CEQA under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because it can be seen with certainty that there is no possibility that this project will have a significant effect on the environment, the project is not subject to CEQA pursuant to State CEQA Guidelines Section 15061(b)(3).

Lead Agency Contact Person: Emilie Fernandez, Assistant Planner

Area Code/Telephone/Extension: (323) 887-1480

If filed by applicant, attach certified document issued by the Planning and Community Development Department stating that the Department has found the project to be exempt.

Signature: _____ **Date:** _____ **Title:** _____

☒ Signed by Lead Agency

☐ Signed by Applicant

**CITY OF MONTEBELLO
PLANNING COMMISSION
RESOLUTION NO. 08-25**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO,
CALIFORNIA RECOMMENDING TO THE CITY COUNCIL TO ADOPT AN ORDINANCE
AMENDING CHAPTER 17 OF THE MONTEBELLO MUNICIPAL CODE TO ESTABLISH
CHAPTER 17.41 "VIEWSHED PROTECTION OVERLAY"**

WHEREAS, pursuant to Government Code section 65853, a zoning ordinance or an amendment to a zoning ordinance which imposes any regulations for the use of buildings, structures, and land as between industry, business, residences, and open space shall be adopted in the manner set forth in Sections 65854 to 65857 of the Government Code; and

WHEREAS, section 65854 of the Government Code requires that the planning commission hold a public hearing on the proposed zoning ordinance or amendment to a zoning ordinance; and

WHEREAS, after such hearing, the planning commission shall render its decision in the form of a written recommendation to the legislative body including reasons for the recommendation, the relationship of the proposed ordinance or amendment to applicable general and specific plans, pursuant to Government Code section 65855; and

WHEREAS, pursuant to Montebello Municipal Code (MMC) Chapter 17.76, the Planning Commission must recommend a specific course of action to the City Council after a public hearing has been conducted on any proposed zone change or amendment; and

WHEREAS, Staff is proposing Zone Code Amendment (PC-2025-0006-ZCA) amending Chapter 17 of the MMC adding Chapter 17.41 - Viewshed Preservation Overlay a Viewshed Preservation Overlay to establish regulations that will preserve the visual landscape including distant views, skyline views of distance cityscape like downtown Los Angeles, city light canopies, mountain vistas, ridgelines, and other natural features, contributing to the quality of life, economic vitality, and well-being of the citizens of Montebello; and

WHEREAS, a duly noticed public hearing has been held, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other substantial evidence presented at the public hearing and included in the record for this matter; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW THEREFORE, Planning Commission of the City of Montebello hereby finds, declares and resolves as follows:

SECTION 1. The above Recitals are true and correct and are hereby incorporated as substantive findings in this Resolution.

SECTION 2. Pursuant to Montebello Municipal Code (MMC) Section 17.76.020, the Planning Commission does hereby initiate the proposed zone code amendment amending Chapter 17 of the MMC to establish Chapter 17.41 as set forth in the draft Ordinance attached to this Resolution's Staff Report with any amendments or modifications made thereto by the Planning Commission (the "Ordinance").

SECTION 3. The Planning Commission hereby finds that amending Chapter 17 of the MMC to add Chapter 17.41 - Viewshed Protection Overlay is consistent with the objectives and policies of the General Plan seeks to propose and implement practices which are responsible to the needs of the community. There will be no change in zones or zoning boundaries, all permitted uses in the Viewshed Protection Overlay areas are suitable and consistent with the areas within the City. Additionally, the proposed amendments are not likely to cause any serious public health or welfare problems and will not conflict with any other uses within the City.

SECTION 4. The proposed Zone Code Amendment to Chapter 17 of the MMC has been reviewed with respect to applicability and the Planning Commission hereby recommends that the City Council of the City of Montebello find and determine that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and also states that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 5. Based on the Recitals, staff's report and presentation, and all oral and written testimony, the Planning Commission of the City of Montebello hereby recommends that the City Council of the City of Montebello adopt an Ordinance approving Zone Code Amendment (PC-2025-0006-ZCA) amending Chapter 17 of the Montebello Municipal Code adding Chapter 17.41 - *Viewshed Preservation Overlay* related to the protection and preservation of significant public and private views as provided in Exhibit A, attached hereto and incorporated by reference.

SECTION 6. The Planning Commission Secretary shall certify the adoption of this Resolution, and it shall go into effect immediately upon its adoption.

PASSED AND ADOPTED this 5th day of August 2025 by the Planning Commission.

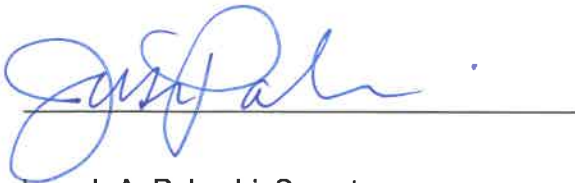


Armando Medina, Chair
Montebello Planning Commission

ATTEST:

I, Joseph Palombi, Secretary of the City of Montebello Planning Commission, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. 08-25 has been duly signed by the Chair, and attested by the Secretary, all at a meeting of the Montebello Planning Commission, held August 5, 2025, and that same was approved and adopted by the following vote to wit:

Chair Medina:	☒ AYE () NOE () ABSENT () ABSTAIN
Commissioner Lomeli	☒ AYE () NOE () ABSENT () ABSTAIN
Commissioner Morales	☒ AYE () NOE () ABSENT () ABSTAIN
Commissioner Cuevas	() AYE () NOE ☒ ABSENT () ABSTAIN
Commissioner Lopez	☒ AYE () NOE () ABSENT () ABSTAIN



Joseph A. Palombi, Secretary
Montebello Planning Commission

EXHIBIT A

ZONE CODE AMENDMENT

Chapter 17.41 Viewshed Prevention Overlay

17.41.010 PURPOSE AND INTENT

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2. **Protected View:** A view from a hillside area deemed significant due to its scenic, cultural, historical, or environmental importance, as determined by the City's planning and community development department or designated review body.
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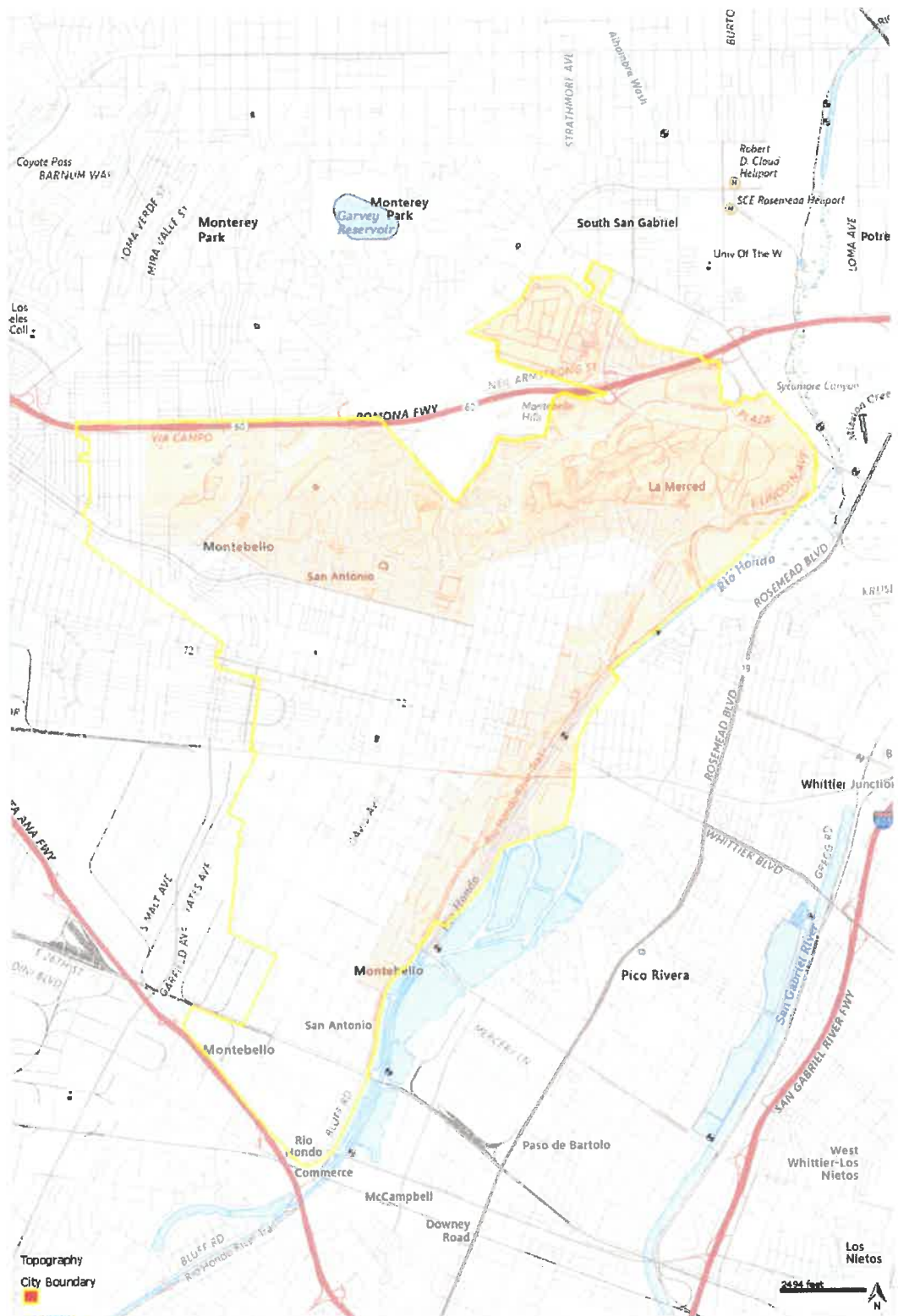
1. **Development Review:** Any proposed development, including, but not limited to, new

construction, additions, or alterations to existing structures, installation of fencing and/or walls, within or near designated viewshed protection areas, shall undergo a review process as part of the development application process to determine potential impacts to protected views.

2. **Application Requirements:** Developers shall submit a visual impact analysis as part of the development application, which demonstrates how the project will maintain or enhance the integrity of protected views.
3. **Mitigation Measures:** If a proposed development is found to significantly obstruct or diminish a protected view, the applicant may be required to:
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2. The specific height limits for development projects within viewshed protection areas shall be determined by the City Council and outlined in the City's zoning code.
3. Any building or structure that exceeds these height limits may be required to incorporate measures that minimize visual impact, such as stepped-back facades, lower profiles, or architectural features that blend with the natural environment.

17.41.070 EXTERIOR COLOR AND MATERIAL LIMITATIONS IN VIEWSHED PROTECTION AREAS

1. In the designated viewshed protected areas, colors of residence, fences, walls, and all other exterior structures should complement or be consistent with the colors of the natural environment. Visible roof coverings and deck surfaces shall not be reflective.
2. For exterior surfaces, the materials should be natural such as stone and unfinished wood. Reflective exterior material finishes or glazing should not be utilized.

17.41.080 PUBLIC ENGAGEMENT AND NOTIFICATION

1. Property owners, residents, and other stakeholders within the viewshed protection areas shall be notified of proposed developments that may impact protected views. Public hearings and input shall be encouraged during the review process.
2. The City shall ensure that all decisions regarding viewshed protection are transparent and that stakeholders have an opportunity to voice concerns.

17.41.090 ENFORCEMENT AND PENALTIES

1. The City shall enforce the provisions of this ordinance through its Planning & Community Development Department. Unauthorized development that causes significant harm to protected views may be subject to fines, penalties, or removal of the offending structures or obstructions.
2. The City may also issue notices of violation to property owners who fail to comply with view protection requirements.
3. The City shall provide a right to action for property owners who suffer losses (e.g., reduced property value) to either demand for the removal of the obstruction or monetary damages.

17.41.100 EXCEPTIONS AND SPECIAL CIRCUMSTANCES

1. Pursuant to a determination by the Director of Planning and Community Development, exceptions to the provisions of this ordinance may be granted under specific circumstances, including but not limited to:
 - Projects that provide substantial public benefits that outweigh the visual impact.
 - Emergency situations or critical infrastructure needs that require modifications to the existing development rules.
 - Projects that satisfy the findings required for Variances pursuant to MMC Section 17.72.060 as determined by the Director of Planning and Community Development.

17.41.110 CEQA.

Pursuant to the provisions of the California Environmental Quality Act ("CEQA") Section 15061(b)(3), the project is considered covered by the commonsense exemption. The common sense CEQA exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and also states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity

is not subject to CEQA.” The Viewshed Prevention does not have the potential to degrade the quality of the environment or have a significant effect on the environment. Furthermore, the Viewshed Prevention Overlay is not considered a “project” under CEQA Guidelines Section 15378 in that there is no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

17.41.120 SEVERABILITY

If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

17.41.130 EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after approval by the City Council.

17.41.140 PUBLICATION

The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be published or posted according to law.



**CITY OF MONTEBELLO CITY COUNCIL
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City of Montebello City Council (the “City Council”) will hold a public hearing to consider the following item:

First Reading of an ordinance to amend Chapter 17 of the Montebello Municipal Code (“MMC”) to establish Chapter 17.41- Viewshed Preservation Overlay. The purpose of this ordinance is to protect and preserve significant public and private views of natural features. The proposed ordinance establishes definitions, identifies protected views and designated viewshed protected areas, and sets forth regulations and design standards intended to minimize obstruction of scenic views. The ordinance is intended to enhance the City’s visual character and maintain community aesthetics consistent with the General Plan.

PUBLIC HEARING INFORMATION:

Date: Wednesday, September 24, 2025

Time: 6:00 p.m., or as soon as possible thereafter as the matter can be heard

Place: City Hall Council Chambers, 1600 W. Beverly Blvd., Montebello, CA 90640

ENVIRONMENTAL: Pursuant to the provisions of the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., “CEQA Guidelines”), the proposed Ordinance amending MMC Chapter 17 does not have the potential to degrade the quality of the environment or have a significant effect on the environment. Actions proposed in the Ordinance Amendment are not considered a “project” under CEQA Guidelines Section 15378 in that there is no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The Ordinance Amendment would also be exempt under the commonsense exemption pursuant to CEQA Guidelines Section 15061(b)(3). The CEQA commonsense exemption section states that “CEQA applies only to projects which have the potential for causing a significant effect on the environment” and also states that “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”

For those interested in participating in-person during the public comments period or public testimony period for public hearings, you may address the City Council in-person the day of the meeting. Speakers will be required to fill out a speaker card provided during this meeting and turn it into the City Clerk or a staff designee prior to each public comment announcement period. Each speaker card will be called in the order received.

The public may also submit emailed comments via the City’s email address: ccpubliccomment@montebellocal.gov. Comments can be submitted up until the day of the meeting, Wednesday, September 24, 2025 between 7:30 a.m. and 6:00 p.m. These comments will not be read out loud but will be entered into the record and submitted to all members of the City Council.

Per Government Code section 65009, if you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council, at, or prior to, the public hearing.

The project documents and other materials are available by contacting the City Clerk’s Office at 323-887-1359.

Kimberly Guillen, Sr. Deputy City Clerk

Dated: September 04, 2025

Date published: September 11, 2025

ATTACHMENT E

From: [Maria Knox](#)
To: [comment.pccpublic](#)
Subject: [External Email] Resolution No. 08-25 - Approve Code Amendment
Date: Sunday, June 15, 2025 10:09:35 AM

External Sender - From: (Maria Knox <coco-bear@charter.net>)

This message came from outside your organization.

Dear Chair and Planning Commissioners, as I am unable to attend the meeting in person to make a public comment, I am writing to you to express my support for the approval Resolution No. 08-25.

I am supporting its approval as it preserves and protects the views of existing homes on the hills, which are, in most cases, the main reason such homes are purchased.

Best regards,
Maria Knox

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

From: [Joe Dickman](#)
To: [comment.pcpbuc](#)
Subject: [External Email] Support for Resolution No. 08-25 from Jeanette Dickman
Date: Monday, June 16, 2025 11:11:18 PM

External Sender - From: (Joe Dickman
<joedickmancigar@gmail.com>)
This message came from outside your organization.

Deer Planning Commission Chair and Commissioners,

I am Jeanette Dickman and I have lived in Brighton Hills since 1962. I am the original owner of my home at 856 Coffman Drive. We raised our children here in Montebello and they attended our school system. When my oldest son graduated from Schurr High School, he attended the US Air Force Academy after being selected by our Congressman, George Danielson. My daughter married an Air Force Academy graduate who flew Air Force II for vice president Al Gore. My oldest son is now a Deputy District Attorney for the Los Angeles County and he often collaborates with Montebello Police Department.

I am telling you all of this so you understand that we are upstanding citizens with a long history and ties to Montebello. For this reason, I want to see Montebello thrive, I want to preserve its close-knit small town feeling, and I want to help preserve its beautiful scenic views.

So therefore, I urge you to support the zone code amendment that will protect our access to our scenic views and to our landmarks.

Montebello stands for beautiful mountains, or beautiful hills, let's make sure we live up to our name.

Thank you for your attention,

From the little 95 year old Jewish lady on Coffman Drive,

Jeanette Dickman

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

From: [Sharilynn Jung](#)
To: [comment.pccpublic](#)
Subject: [External Email] Zone Code Amendment
Date: Tuesday, June 17, 2025 7:20:19 AM

External Sender - From: (Sharilynn Jung
<sharilynnjung68@hotmail.com>)

This message came from outside your organization.

Hello there...I'm unable to attend tonights Planning Committee meeting but would like to also help protect each others views. I live on a slightly elevated street and can peak at the downtown skyline and occasional sunset...i'm just one rose bush away from the view being blocked so I can only imagine having a hard structure installed obstructing any views...especially if that is why the owner purchased the property.

Thank you and have a good meeting tonight!

Sharilynn (Brighton Hills)

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

From: [jesse ruelas](#)
To: [comment.pccpublic](#)
Subject: [External Email] Amendment (Case No. PC-2025-0006-ZCA)
Date: Tuesday, June 17, 2025 2:59:00 PM

External Sender - From: (jesse ruelas
<jfr200362@gmail.com>)
This message came from outside your organization.

Dear Planning Commission Representatives,

We are residents of the City of Montebello on Darcy Drive, and we urge that the Commissioners support recommending that the City Council approve the Zone Code Amendment (Case No. PC-2025-0006-ZCA) amending Chapter 17 of the Montebello Municipal Code, adding Chapter 17.41 - Viewshed Preservation Overlay to protect and preserve significant public and private views.

Thank you,

Sincerely,

Jesse and Linda

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

From: [L and J Calderon](#)
To: [comment.pcpbublic](#)
Subject: [External Email] Amendment to Title 17 zoning of MMC to establish Chapter 17.41 - Viewshed Overlay
Date: Tuesday, June 17, 2025 5:30:39 PM

External Sender - From: (L and J Calderon
<la.calderon@att.net>)

This message came from outside your organization.

To Whom It May Concern:

I am preparing this comment for your review for the Montebello public hearing regarding the above subject. My family has been a resident of Montebello since 1986. We purchased the home with the specific benefit of the beautiful view of L. A. Civic Center and coastal areas down to Long Beach.

I understand that a view adds value of up to \$25,000 to the property. We had some conflict with one of our neighbors who built a 6 foot wooden fence at our property line when he observed us constructing a new partial wall and wrought iron fence to replace the original chain-link fence. Also, he allowed the eucalyptus tree to grow so large that it obstructed our view. After a meeting with the Building Department, we were able to come to a compromise. However, we pay to have the tree trimmed every year. At this time, we have a three quarter view.

I mentioned some detail about this issue to highlight how this problem of view obstruction can cause ill feelings between neighbors, which could be avoided if there were a zoning law that clarifies what is permitted and what is not as to the slopes between properties. I would also like to mention that we have two neighbors that border the rear of our property, which in some cases can result in additional conflict.

Thank you for your attention to this matter.

Larry and Jeanette Calderon
853 N. Vail Avenue
Montebello, CA 90640
323-972-8256

[Sent from AT&T Yahoo Mail on Android](#)

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

From: [Rosalinda Torres](#)
To: [comment.pccpublic](#)
Cc: [AlexandraBriseno68@gmail.com](#); [F.1 Jesse Ruelas](#)
Subject: [External Email] Support for Zone Code Amendment Case No. PC-2025-0006-ZCA – Viewshed Preservation Overlay
Date: Tuesday, June 17, 2025 5:52:15 PM

External Sender - From: (Rosalinda Torres
<rltowers3011@gmail.com>)

This message came from outside your organization.

Montebello Planning Commission

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

Dear Planning Commissioner,

I am writing as a concerned resident and advocate for sustainable urban development to express my strong support for the proposed Zone Code Amendment (Case No. PC-2025-0006-ZCA), which seeks to add Chapter 17.41 – *Viewshed Preservation Overlay* to the Montebello Municipal Code.

The protection and preservation of significant public and private views are vital not only for maintaining our city's character and quality of life, but also for preserving the integrity of local ecosystems. Natural viewsheds often correspond with undeveloped ridgelines, open spaces, and vegetation zones that provide critical habitat for wildlife, stabilize soil, and support biodiversity.

When such areas are not protected, the consequences are irreversible: habitat fragmentation, increased erosion, reduced air and water quality, and the displacement of native species. Unchecked development degrades these natural assets, diminishing their ecological function and scenic value.

Establishing a Viewshed Preservation Overlay is a proactive step toward sustainable growth that respects both environmental and aesthetic concerns. It aligns with Montebello's commitment to long-term ecological stewardship, community well-being, and responsible land use.

I urge you and the City Council to approve this amendment and safeguard the natural beauty and ecological resilience that make Montebello a unique and thriving place to live.

Thank you for your time and consideration.

Sincerely,

Rosalinda Torres



ITEM # 23

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Luis Lopez, Police Chief

SUBJECT: APPROVE PURCHASE OF TWO POLICE SERVICE DOGS AND NECESSARY AND RELATED EQUIPMENT AND TRAINING FROM ADLERHORST INTERNATIONAL, LLC

DATE: October 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve the purchase of two (2) police service dogs, related equipment and training as allowed by Montebello Municipal Code section 3.20.050(G) – Piggyback Purchase, utilizing the existing Riverside County Sheriff's Office competitive bidding process award (Request for Quote # SHARC-588) to Adlerhorst International, LLC; and
2. Authorize the City Manager to execute all necessary documents related to the purchase of the police service dogs, equipment and training; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$50,000 in Account No. 230-99-6000.40 (Asset Forfeiture, Supplies - Durable); and,
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The total cost of two dual-purpose police service dogs, related equipment (leashes, collars, food bowls, training aids, etc), and the required training would not exceed \$50,000. This expenditure will be fully funded through the drug asset forfeiture fund. The recommended actions require amending the budget by increasing appropriations by \$50,000 in Account No. 230-99-6000.40 (Asset Forfeiture, Supplies - Durable).

The Drug Asset Forfeiture account is a "Special Revenue Fund" and the request abides by the Financial Goal, Principles and Objectives Section 2(a), which states: "The City shall abide by applicable rules and regulations pertaining to the expenditure of special

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 8, 2025

Page 2 of 3

revenue funds as required by each funding source.”

Given the critical operational needs of the department and the significant lead time it takes to acquire and train the police service dogs and handler officers – staff recommend proceeding outside the City’s standard procurement process. Therefore, Staff recommend procurement of the two (2) police service dogs, equipment and training by piggybacking off the Riverside County Sheriff’s Office competitive bid process (Request for Quote # SHARC-588 -- Acquisition of Canines, Equipment and Specialized Training) (Attachment B) with the police service dog vendor Adlerhorst International, LLC (Attachment A) as allowed per Montebello Municipal Code 3.20.050(G):

Piggyback Purchase - If the Purchasing Officer determines it to be in the best interest of the city, the Purchasing Officer is authorized to "piggyback" onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency.

BACKGROUND/DISCUSSION:

The Montebello Police Department has utilized police service dogs to help detect illegal contraband and dangerous, often armed, criminals for the past 40 plus years. The Department’s canine unit is typically staffed with two officers who are assigned to patrol. They are staffed during the most critical and high activity times of each day to provide the city and officers with optimal safety and coverage. This coverage cannot be accomplished without two police service dog teams. It should be noted that the police department already has two vehicles for the canine unit, so no additional expense is required for vehicles.

Due to previous staffing levels, the Police Department was not able to staff more than one canine unit position. Now that the Department has been successful in recruiting and retaining police officers, the second canine unit position can be filled.

In addition, and due to unfortunate circumstances, the current police service dog named “Herc” has been diagnosed with a medical condition that prevents him from continuing as a police service dog. Canine Herc will be retired to live out the remainder of his life with his current handler. The intention of the Department is to replace Canine Herc immediately and then fill the second canine unit position within the 2025-26 Fiscal Year.

The Police Department currently uses Adlerhorst International, LLC, as its primary canine vendor and trainer. The Department has primarily used Adlerhorst since the canine unit’s inception. Adlerhorst International, LLC is a reputable and robust company that supplies police service dogs and training to police agencies across the country. They also supply police service dogs to multiple branches of the U.S. military. Their highly experienced and knowledgeable staff as well as their close proximity to the City of Montebello (i.e., Jurupa Valley) make them the ideal vendor for the Department’s needs.

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 8, 2025

Page 3 of 3

Furthermore, Adelhorst has agreed to honor the terms and conditions of the County of Riverside Request for Quote # SHARC-588 (Attachment A). Montebello Municipal Code Section 3.20.050(G) -- Piggyback Purchase, allows for the use of the Riverside County request for quote for the acquisition of two canine dogs, equipment and necessary training (Attachment B).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The Police Department requires procurement of two (2) police service dogs, related equipment, and training using asset forfeiture funds. This is an acceptable use of asset forfeiture funding that will not supplant existing budget appropriations. The police department also requests to procure the police service dogs, equipment and training utilizing the "Piggyback" procurement provision in MMC section 3.20.050(G) utilizing the Riverside County Sheriff's competitive bid contract #SHARC-588 (Attachment B). The recommended actions require amending the budget by increasing appropriations in Account No. 230-99-6000.40 (Asset Forefiture, Supplies - Durable).

ATTACHMENT(S)

1. Attachment A - Letter From Adlerhorst
2. Attachment B - RSO K9 Contract



ADLERHORST INTERNATIONAL, LLC.

3951 Vernon Avenue * Jurupa Valley, CA 92509

Tel: (951) 685-2430 * Fax: (951) 685-3630 * Email: office@Adlerhorst.Com
www.Adlerhorst.com

Date 09/23/2025

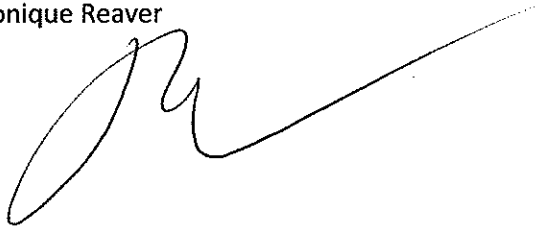
To whom this may concern,

Adlerhorst International LLC will agree to the same terms and conditions as the County of Riverside #SHARC-588.

Respectfully

Veronique Reaver

V.P



County of Riverside
Purchasing & Fleet Services

Request for Quote # SHARC-588
Closing Date: 04/29/25 1:30 P.M. Pacific Time

REQUEST FOR QUOTE # SHARC-588

**ACQUISITION OF CANINES, EQUIPMENT, AND SPECIALIZED
TRAINING FOR K-9 NARCOTICS DETECTION**



By:
Desiree Salazar
Senior Administrative Services Analyst / Buyer I
Riverside County Purchasing & Fleet Services
3450 14th Street, Suite 420
Riverside, CA 92501
Telephone: (951) 955-4937
Email: dlsalazar@riversidesheriff.org

NIGP Code(s): 68033, 4030, 99033

INSTRUCTIONS TO BIDDERS

- Vendor Registration** – Vendor Registration is a two-step process vendor registration; first step is to register your company on the County's website to receive purchase orders and payments, and the second step is a 3rd party website, Public Purchase, for bidding opportunities.
- First Step- County of Riverside Purchasing website** - Unless stated elsewhere in this document, vendors may participate in the bidding process; however, the County does encourage all bidders to register online at <http://www.purchasing.co.riverside.ca.us/Vendorsregistrationmaintenance.aspx>. If awarded a contract, bidder must be registered with the County of Riverside within five days of announced award. This will avoid delays in the purchasing and payment process.
- Second Step-Public Purchase** - Public Purchase is a 3rd party web-based e-Procurement service provider utilized by the County of Riverside for RFQ's and RFP's. It will take only minutes to register, and it is free. For future bidding opportunities please also register online at: <https://www.publicpurchase.com/gems/register/vendor/register>. For all RFQ's Riverside County's Purchasing website will post a notification on its website and will provide a direct link to PublicPurchase.com.
- Format** - Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.
- Pricing/Delivery/Terms/Tax** - All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The County reserves the right to designate method of freight. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- Other Terms and Conditions** - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the Purchasing website at www.Purchasing.co.riverside.ca.us or by contacting Riverside County Purchasing at the number shown above and requesting a copy emailed.
- Period of Firm Pricing** - Unless stated otherwise elsewhere in this document, prices shall be firm for 90 days after the closing date, and prior to an award being made.
- Specification/Changes** – Wherever the County requests a brand name, and if the County asks for an "or equal" it shall be considered as part of the specification. Therefore, when the County requests "Or Equal", Bidder may quote another service, make or model, and shall submit the proposed "Or Equal" and attach applicable specifications and/or brochures. If no service, make or model is stipulated, Bidder is to propose product/services that meet Fit, Form or Function of the specifications delineated in this procurement. Variations in manufacturers, design, etc., may be acceptable, bidders are encouraged to offer them as alternatives; however, the County reserves the right to reject those alternatives as nonresponsive.
- Recycled Material** - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as nonresponsive.
- Method of Award** - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- Return of Bid/Closing Date/Return to** - The bidder's response shall be submitted electronically to PublicPurchase.com by 1:30 PM Pacific Time on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The County will not be responsible for and will not accept late bids due to slow internet connection, or incomplete transmissions. If the bidder cannot upload their bid, delivery of the bid response is accepted at Purchasing and Fleet Services, 3450 14th Street, Suite 420, Riverside, CA 92501, on or before 1:30 PM PT.
- Procurement Preference Programs (P3)** - The County of Riverside has implemented a Procurement Preference Programs. Where applicable, a five percent (5%) preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from a Service-Disabled Veteran, Veteran, National Guard and Federal Reserve Veteran, Active Member of the U.S. Armed Forces, National Guard or Federal Reservist - Owned Businesses and for Veteran-Qualified Businesses. The preference program also provides for a 5% match for Local or Small Businesses. A five percent (5%) price preference shall be applied to the total bid price during evaluation of the bid responses. If the overall low responsible and responsive business is a non- local or small business vendor, the local or small business vendor who is within five percent (5%) of that overall low bidder may, where applicable, be offered the opportunity to match the overall low bidder's price and will receive the award. Businesses are to provide proof of designation as identified in the Board Policy B-34 (<https://rivcocob.org/board-policies>) and shall submit the required documentation with their bid submittal along with the appropriate affidavit. If the Bidder fails to provide the required documents, the Bidder may be disqualified from obtaining the preference. It is the sole responsibility of the Bidder to provide the required documentation. Application of preferences may be waived if funding sources disallow it. Additional information about the application of preferences can be found in Board Policy B-34 (<https://rivcocob.org/board-policies>). **Federal Exclusion List**- if the award is federal or State funded, the potential bidder must go to the following website (<https://www.sam.gov/portal/public/SAM>) and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the County immediately if debarred at any time during the contract period.

Terms and Conditions Acknowledgement (Please Insert Vendor Company Name):			
IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ			
☒ APPENDIX "A"	☒ EXHIBIT(S) A, B, C, D & E	☒ PLANS/DRAWINGS	☒ ATTACHMENT "A" & "B"
☒ #116-260 Local Business Affidavit ☒ #116-261 Veteran, National Guard, and/or Active-Duty Business Affidavit ☒ #116-262 Small Business Affidavit			
☒ Iran Contracting Act		☒ Compliance with Economic Sanctions with Russia	
IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN			
☒ #116-200	General Conditions Product/Personal/Professional Services	☒ #116-210	General Conditions Materials and/or Services
☒ #116-230	General Conditions - Equipment	☒ #116-310	Boilerplate Contract
To access any of these General Conditions go to www.purchasing.co.riverside.ca.us , located in Vendor link. If an addendum is issued for this procurement, it will be the vendor's responsibility to retrieve all applicable addendum(s) from the Public Purchase website.			

APPENDIX A

1.0 INFORMATION

- 1.1 "Electronic or physical bid submission hereof is certification that the Bidder has read and understands the terms and conditions hereof, and that the Bidder's principal is fully bound and committed." All County terms and conditions are found at www.purchasing.co.riverside.ca.us. **Bidders must acknowledge the applicable terms and conditions that are checked at the bottom of page two (2) of this document and submit and upload with your bid submission.**
- 1.2 PROMPT PAYMENT DISCOUNT 2 % at 7 days from receipt of good or invoice, whichever is later. (Terms less than 20 days will be considered net) Cash discount shall be applied to grand total. **Indicate prompt payment discount amount and terms.**
- 1.3 Delivery: 10 calendar days after receipt of order. **Indicate delivery lead time.**
- 1.4 If Bidder experiences technical issues with the online bidding process, please contact Public Purchase's Vendor Support at support@thepublicgroup.com. Please refer to Point 11 on page 2.
- 1.5 In the event of proven technical difficulties, Bidder must contact the Buyer for further bid submission instructions a minimum of two (2) hours prior to bid close time of 1:30 PM PST, and alternative bid submissions will be accommodated.

2.0 PURPOSE/BACKGROUND

The County of Riverside Purchasing, on behalf of the Riverside County Sheriff's Office (RSO), Corrections and Patrol Divisions, are seeking competitive bids for Narcotics K-9 training, canine selection and canine equipment as detailed in this RFQ.

Correctional Narcotics K-9 Training:

The Corrections Division is seeking monthly specialized canine training services to support its correctional facilities in maintaining security, detaining contraband, and assisting officers in law enforcement operations. RSO consists of five (5) Correctional Facilities that are currently serviced by four (4) K-9's and their handlers. Specialized canine training ensures dogs and handlers operate effectively within correctional environments. Services provided should include but be not limited to training in narcotics detention, contraband detection, handler training and certification, and maintenance and re-certification programs. Services should also include reporting and documentation, and support and consulting services.

Patrol Narcotics K-9 Training:

The Patrol Division is seeking specialized canine training services twice a month to support its Vehicle Interdiction Pipeline Enforcement Resource (VIPER) team. RSO currently has six (6) K-9's and their handlers assigned to VIPER who service highways throughout Riverside County. VIPER often operates under intelligence-based deployments requiring the ability to quickly respond to emerging trafficking needs. Training must be comprehensive, ongoing, and flexible to ensure operational effectiveness. A well-trained narcotics detection canine is a critical asset in the ability to intercept, identify, and dismantle drug trafficking organizations. Ensuring proper training and flexibility in scheduling will enhance VIPER's effectiveness in detecting and disrupting the flow of illegal narcotics. A narcotic detection canine working interdiction is responsible for detecting the presence of controlled substances in a variety of environments, including

passenger vehicles traveling through high-traffic corridors, commercial motor vehicles, parcels and freight within shipping and mailing facilities, hotels, rest areas or other locations known for trafficking activity. Services provided should include but not be limited to training in odor recognition and scent discrimination, vehicle searches, parcel and freight interdiction, environmental conditioning, scenario based, and legal considerations and courtroom readiness. Services should also include handler training and certification, and maintenance and re-certification training.

Canine Selection and Procurement:

RSO seeks a selection of high-quality working dogs based on temperament, drive, and health, sourced from reliable breeders/training programs. The preferred canine breed includes but are not limited to German Shepard, Dutch Shepard, Belgian Malinois, Labrador Retriever, and German Shorthaired Pointer. Canines must demonstrate high energy, strong hunt and prey drives, and an ability to work independently and with a handler in high-stress environments. Canine pricing for single-purpose narcotic detection must be clearly stated and include the following categories:

- Selection-Tested Canines
- Pre-Trained Canines
- Pre-Trained Canine & Handler Course Package

All selected canines must have health, skeletal, trainability, and compatibility guarantees.

Canine Equipment:

RSO seeks to purchase, but not limited to, black and tan leather leashes, brown leather tracking collars, muzzles, and black long line leads on an as needed basis.

All training must be certified by the United States Police Canine Association (USPCA).

A sample contract is attached to this solicitation as Exhibit D for services. Please review the Professional Service Agreement carefully. Any exceptions or requested changes to the contract must be clearly noted in the Proposal.

The County reserves the right to split the award among multiple contractors and/or by geographical areas.

Note: This bid is partially Grant Funded for the Patrol Division by the High Intensity Drug Trafficking Area – FY24 Grant (HIDTA)

Local Preference program does not apply when using Grant Funding

The bidder's must visit the following website <https://www.sam.gov/SAM/> and submit along with their proposal/quote a printout that certifies that the contractor is not listed on the System for Award Management (SAM) for:

- ✓ Central Contractor Registry (CCR)
- ✓ Federal Agency Registration (Fedreg)
- ✓ Online Representations and Certifications Application
- ✓ Excluded Parties List System (EPLS)

3.0 TIMELINE

DATES:

1. RELEASE OF REQUEST FOR QUOTATION	Tuesday, April 15, 2025
2. DEADLINE FOR SUBMISSION OF QUESTIONS Bidders must submit their questions online at PublicPurchase.com. All questions submitted are within the correct RFQ located on PublicPurchase.com.	Must be submitted by: Date: April 22, 2025 Time: 1:30 PM Pacific Time
3. DEADLINE FOR QUOTATION SUBMITTAL Bid results are posted on PublicPurchase.com	April 29, 2025 at 1:30 PM Pacific Time
4. TENTATIVE DATE FOR AWARDED CONTRACT	5-90 days, contingent upon lowest bidder meeting all the bid specifications.

4.0 PERIOD OF PERFORMANCE

- 4.1 The period of performance shall be for five (5) years, renewable in 12-month increments, based on the availability of fiscal funding, with the completion date of 04/30/30, with no obligation by the County of Riverside to purchase any specified amount of goods or services.

5.0 GENERAL REQUIREMENTS

Procedures for Submitting Quotations

- 5.1 All quotations must be submitted in accordance with the standards and specifications contained within this Request for Quote (RFQ).
- 5.2 The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the quotation.
- 5.3 The County shall not pay any costs incurred or associated in the preparation of this or any quotation or for participation in the procurement process.
- 5.4 Quotes must be specific unto themselves. For example, "See *Enclosed Manual*" will not be considered an acceptable quotation. Receipt of all addenda, if any, must be acknowledged in the quotation.
- 5.5 **Late quotations will not be accepted.** Postmarks **will not** be accepted in lieu of this requirement. Quotations submitted to any other County office will be rejected.

6.0 METHOD OF AWARD (Specifications)

- 6.1 Quotations will be evaluated based upon criteria determined to be appropriate by the County, which may include but are not necessarily limited to the following:
- Lowest overall purchase price
 - Adherence to specifications as detailed in this RFQ
 - Prompt payment discounts on 30 days or less
 - Warranties
 - All associated delivery costs
 - Delivery date
 - Product acceptability
 - Service/Customer Support

County reserves the right of award in regard to any other factors the County determines to be appropriate.

6.2 Clarifications, Exceptions, or Deviations

All bidder(s) shall describe any exception or deviation from the requirements of the RFQ. Each clarification, exception, or deviation must be clearly identified. If your firm has no clarification, exceptions, or deviation, a statement to that effect shall be included in this section. The sample service agreement is attached as "EXHIBIT D SAMPLE AGREEMENT" and incorporated herein by this reference. The following contractual terms are **non-negotiable**:

- a. Indemnification
- b. All insurance terms prior to the start of the agreement
- c. Termination
- d. Ownership/Use of Contract Materials and Products
- e. Disputes
- f. Governing Law
- g. Confidentiality
- h. Subcontractors
- i. Reporting Requirements

Do you have any other exceptions/deviations? If so, please provide an explanation:

BIDDER'S RESPONSE:

7.0 EVALUATION PROCESS

- 7.1 All quotations will be given thorough review. All contacts during the review selection phase will be only through Riverside Sheriff's Office. Attempts by the Bidder to contact any other County representative may result in disqualification of the Bidder. The County recognizes that prices are only one of several criteria to be used in judging an offer, and the County is not legally bound to accept the lowest offer.

8.0 INTERPRETATION OF RFQ

- 8.1 The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFQ. If any Contractor planning to submit a quote finds discrepancies in or omissions from the RFQ, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFQ will be made only by written addendum and may be posted on the Purchasing website at www.purchasing.co.riverside.ca.us and PublicPurchase.com. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at www.purchasing.co.riverside.ca.us and PublicPurchase.com.

9.0 CANCELLATION OF PROCUREMENT PROCESS

- 9.1 The County may cancel the procurement process at any time. All quotations become the property of the County. All information submitted in the quotation becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or

attached to the quote, it must be clearly identified by the Bidder; otherwise, the Bidder agrees that all documents provided may be released to the public after bid award.

- 9.2 The County reserves the right to withdraw the Request for Quote (RFQ), to reject a specific quote for noncompliance within the RFQ provisions, or not award a bid at any time because of unforeseen circumstances or if it is determined to be in the best interest of the County.

10.0 COMPENSATION

- 10.1 The County shall pay the awarded bidder for equipment and services performed, after the equipment are installed and tested to the satisfaction of the County. Expenses incurred and compensation shall be paid in accordance with an invoice submitted to County by awarded bidder. The County shall pay the acceptable invoice within thirty (30) working days from the date of receipt of the invoice, or the goods/services are received, whichever is later.
- 10.2 No price increases will be permitted during the first year of the award. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the County. The County requires written proof of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance written notice is required for consideration and approval by County. No retroactive price adjustments will be considered. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas for narcotics K-9 training, canine selection, and canine equipment, all state and federal laws, and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

11.0 BACK ORDERS

- 11.1 The County **will not** accept backorder or substitutions.

12.0 DELIVERY

- 12.1 Delivery appointments **MUST** be made with the County of Riverside Sheriff's Office **Corrections and Patrol** Agency, 72 hours prior to scheduled delivery date. The contact person will be provided upon award of bid. The County will not be responsible for cost incurred due to shipments attempted during non-receiving hours or unscheduled deliveries. All delivery of products must be F.O.B. Destination. Full delivery addresses and personnel will be given at time of purchase:

Riverside County Sheriff's Office
Between 8:00 AM to 4:00 PM Pacific Time, Monday - Thursday

13.0 WARRANTY

- 13.1 Bidder shall provide a warranty that includes all parts and labor. Awarded Bidder shall handle all repairs/services of equipment(s) under warranty, manufacture warranty or Awarded Bidder's Company warranty. Awarded Bidder shall assume all responsibilities pertaining to shipping and handling of equipment that has to be sent back to the manufacture for repairs/services. In the event the equipment is beyond repair, a replacement of a brand-new equipment of the same model or equivalent shall be provided by Awarded Bidder. REMANUFACTURED equipment is not accepted.

14.0 USE BY OTHER POLITICAL ENTITIES

- 14.1 The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and County shall in no way be responsible to CONTRACTOR for other entities' purchases.

15.0 CONFIDENTIALITY AND PROPRIETARY DATA

- 15.1 Subsequent to the County's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language.

EXHIBIT "A"
SERVICE SPECIFICATIONS

The training schedule is designed to be adaptable, catering to the evolving needs of the RSO while aligning with the latest trends in jails and trafficking patterns along domestic highways. Our training program is crafted to reflect the dynamic nature of these roles, accommodating unconventional hours—including nights and weekends—as well as extended operations and unforeseen demands. Every certification we offer adheres rigorously to the standards set by the California Commission on Peace Officer Standards and Training (POST), ensuring not only the quality but also the integrity of our training program. For further details, please consult Attachment A for the CA POST guidelines.

It is the expectation of the BIDDER to:

- provide guidance on kennel facilities, canine transportation, and health maintenance.
- provide recommendations for ongoing care and performance monitoring.

CORRECTIONAL NARCOTICS K-9 TRAINING

1.0 BIDDER must provide monthly specialized canine training services, for the term of the Agreement.

2.0 No training will be held onsite at the jails.

3.0 BIDDER will train in these specific areas to maintain security in the following areas:

3.1 Detaining contraband:

3.1.2 Train the K9 to detect and passively alert to the scent of the desired narcotic odors via a change in the K9 behavior, such as a change in breathing pattern or tail movement, and to sit, lie down, or stand still once the scent is found.

3.1.3 Assisting officers in law enforcement operations.

4.0 There is no preferred specific breed of canine, however preferably 1.5-2 years of age.

4.1 A seasoned canine, over two years of age, with prior training and experience in law enforcement may be considered.

5.0 BIDDER must offer a range of training programs, including but not limited to:

5.1 Narcotics Detention Training:

5.1.2 Training to detect a variety of illegal substances (e.g., marijuana, cocaine, methamphetamine, heroin, fentanyl).

5.1.3 Simulated exercises in patrol environments, including automobile, residences, and public buildings.

5.1.4 Scent imprinting and scenario-based training.

5.1.5 BIDDER must encompass Narcotics and Contraband Detection training during the day's session.

5.2 Contraband Detection Training:

5.2.1 Training for the detection of weapons, cell phones, tobacco, and other prohibited items.

5.2.2 Real-world scenario training with hidden contraband in common smuggling areas.

5.2.3 Search procedures for inmate living area cells, mail, and facility entry points.

5.2.4 BIDDER must encompass Narcotics and Contraband Detection training during the day's session.

5.3 Handler Training and Certification:

5.3.1 Comprehensive training for canine handlers, including proper handling, obedience commands, and behavior assessment.

5.3.2 Certification programs ensuring compliance with CA POST law enforcement standards. Each K-9 team must maintain an annual certification through California Narcotics Canine Association (IPCA) to maintain membership, and a membership in International Police Canine Association (formerly CNCA), at no additional fee to BIDDER.

5.3.3 Continued education and advanced training workshops to stay up to date with current trends regarding training and law, such as the perishable skill of tactical first aid for K-9's.

5.4 Canine Maintenance and Re-Certification Programs:

5.4.1 Regular training sessions to ensure canines maintain operational effectiveness when deemed necessary by RSO or if the K-9 is reassigned to a new handler.

5.4.2 California POST annual re-certification for canines and handlers.

5.4.3 Troubleshooting behavioral or performance issues.

6.0 BIDDER must provide Reporting & Documentation services that details training logs for each canine-handler team, performance assessments and behavior evaluations, and incident reports for operational deployments for the life of the K-9. Training logs must maintain the following information:

6.1 Handler name.

6.2 K-9 name.

6.3 Date of Training.

6.4 Time of Training.

6.5 Area Of Training (Building, Vehicle, Luggage, Area, Parcel, Other).

6.6 Type of Narcotic Training (Marijuana, Methamphetamine, Cocaine, Heroin, Opium).

6.7 Location of Training (Low, Medium, High).

6.8 Pass, Fail, or Unresponsive.

6.9 Comments.

6.10 Name of Trainer.

6.11 BIDDER name, address, contact number, and email address.

7.0 BIDDER must provide Support and Consulting Services for trained teams in case of operational difficulties, on-site assessment and refresher courses, and consultations on canine unit development and management at no additional fee for the term of the Agreement.

PATROL NARCOTICS K-9 TRAINING

2.0 The BIDDER is required to deliver specialized canine and handler training services twice a month throughout the term of the Agreement, enhancing the capabilities of the patrol's esteemed VIPER team. Each training program will be thoughtfully tailored to align with the unit's specific focus for that month, ensuring a dynamic and effective learning experience. BIDDER must offer a range of training topics, including but not limited to:

2.1 Odor Recognition and Scent Discrimination:

2.1.2 *Scent discrimination, in the context of dogs, is the ability to distinguish and focus on a specific scent, while ignoring other odors, a crucial skill for tasks like tracking, trailing, and scent work.*

2.1.3 Exposure to real and pseudo-narcotics, including fentanyl, heroin, methamphetamine, and cocaine.

2.1.4 Ability to differentiate narcotic odors from non-target odors in controlled and uncontrolled environments.

3.0 Vehicle Searches:

3.1 Training in passenger vehicles with concealed compartments.

3.2 Searches of commercial motor vehicles, including trailers, cab compartments, and cargo areas.

3.3 Exposure to various hiding techniques used by traffickers.

4.0 Boat Searches:

4.1 Training in boats towed by passenger vehicles.

4.2 Searches of towed boats, including its cabins, decks, galleys, and heads.

4.0 Parcel and Freight Interdiction:

4.1 Searches of packages in postal and commercial shipping facilities.

5.0 Environmental Conditioning:

5.1.1 Exposure to high-noise environments such as highways, truck stops, and busy commercial areas.

5.1.2 Searches in extreme weather conditions to ensure operational reliability as VIPER operates in both moderate and desert climates.

6.0 Scenario Based

6.1.1 Participation in interdiction-specific training scenarios.

6.1.2 Collaboration with other interdiction officers to simulate real-world multiagency deployments.

7.0 Legal Considerations and Courtroom Readiness:

7.1.1 Ensures canine alerts meet California legal requirements for probable cause.

7.1.2 Consideration of documentation and report writing requirements to support courtroom testimony.

8.0 Handler Training and Certification:

8.1.1 All single-purpose narcotics detection canines must undergo a required structured three-week basic odor detection course. Handlers will receive in-depth instruction on canine behavior, reading alerts and deploying their canines effectively in interdictions environments. *Training must include the following topics:*

8.1.2 Odor Imprintation and Recognition – teaching the canine to detect and alert on narcotics.

8.1.3 Hunting Techniques – Enhancing drive and motivation to search for target odors.

8.1.4 Odor Characteristics and Sourcing – Understanding narcotic concealment methods and how scent behaves in different environments.

8.1.5 Importation and Smuggling Concealment – Identifying narcotic concealment techniques used by traffickers.

8.1.6 Leash Handling and Control – Proper lead handling, canine direction, and operational safety.

8.1.7 Presentation Protocols – Techniques for introducing the canine to different search environments, including vehicles, luggage, and structures.

8.1.8 Training Techniques and Problem Solving – Strategies to reinforce accuracy, correct false alerts, and maintain consistent performance.

8.1.9 Canine Care and First Aid – Ensuring proper nutrition, conditioning, and emergency medical care.

8.1.10 Handler Rewards and Reinforcement – Best practices in reinforcing and maintaining high motivation in canines.

9.0 Canine Maintenance and Re-Certification:

9.1.1 Handlers must receive in-depth instruction on canine behavior, reading alerts and deploying their canines effectively in interdiction environments, including but limited to the specific trainings provided to under item G. Handler Training and Certification.

9.1.2 Annual re-certification for canines and handlers per CA POST guidelines.

9.1.3 Troubleshooting behavioral or performance issues.

10.0 CANINE SELECTION AND PROCUREMENT

10.1.1 BIDDER must provide a selection of high-quality working dogs based on temperament, drive, and health.

10.1.2 Working dogs must be sourced from reliable breeders/training programs.

10.1.3 Canines must demonstrate high energy, strong hunt, and prey drives.

10.1.4 Canines must have the ability to work independently and with a handler in high-stress environments.

10.1.5 Preferred canine breeds include but not limited to:

German Shepard, Dutch Shepard, Belgian Malinois, Labrador Retriever, German Shorthaired Pointer

10.1.6 Preferred canine age is approximately +/- two years old not to exceed four years.

10.1.7 RSO reserves the right to decline a canine exceeding 4 years in age.

10.1.8 Male and female canines are accepted.

10.1.9 K-9's returned by other law enforcement agencies will not be accepted.

10.2 All canines must be backed with the following guarantees:

10.2.1 Health Guarantee – Minimum of six (6) months free of genetic or medical conditions that may hinder operational performance.

10.2.2 **Skeletal Guarantee** – Minimum of twelve (12) months for joint and structural soundness.

10.2.3 **Trainability Guarantee** – Minimum of three (3) months, ensuring the canine demonstrates continuous progress in training.

10.2.4 **Compatibility Guarantee** – Minimum of one (1) month to ensure the canine successfully bonds and works effectively with the originally assigned handler.

10.2.5 Any canine failing to meet these guarantees within the specified timeframe will be subject to replacement or corrective measures without additional fees to RSO.

10.2.6 Canines with a pre-identified medical condition which limits the performance or life of the K-9 will

10.2.7 not be accepted.

10.3.7 At selection, the expected wait time for RSO to receive canine shall be between one to three weeks.

EXHIBIT "B"
TRAINING COST SHEET

CORRECTIONS:

TRAINING	QTY	FREQUENCY
Narcotics & Contraband Detention	1	Monthly for five (5) years
Handler Training & Certification for new Canines and Handlers	1	*As needed*
Maintenance & Recertification Program	1	Yearly for five (5) years

PATROL:

TRAINING	QTY	FREQUENCY
Odor Recognition and Scent Discrimination, Vehicle Searches, Parcel and Freight Interdiction, Environmental Conditioning, Scenario Based, Legal Considerations and Courtroom Readiness	1	Twice a month for five (5) years
Handler Training & Certification for new Canines and Handlers	1	*As needed*
Maintenance & Recertification Program	1	Yearly for five (5) years

EXHIBIT "C"
CANINE SPECIFICATIONS / COST SHEET

Canine Pricing Tiers must be clearly stated and based on canine age, training level and vendor pricing, and include the following categories to define the selection process and associated costs for single-purpose narcotic detection canines:

- Selection-Tested Canines – Canines that have undergone selection testing and possess the necessary qualities and drive to be imprinted on narcotic odors.
- Pre-Trained Canines – Canines that have successfully completed odor imprintation under certified trainers and are ready to be paired with a handler.
- Pre-Trained Canine & Handler Course Package – A complete package that includes a pre-trained canine and enrollment in a single-purpose handler course designed to match the dog and handler as a team.

CATEGORY	BREED	UNIT	QTY
Selection-Tested Canine	German Shepard	EA	1
Selection-Tested Canine	Dutch Shepard	EA	1
Selection-Tested Canine	Belgian Malinois	EA	1
Selection-Tested Canine	Labrador Retriever	EA	1
Selection-Tested Canine	German Shorthaired Pointer	EA	1
Pre-Trained Canine	German Shepard	EA	1
Pre-Trained Canine	Dutch Shepard	EA	1
Pre-Trained Canine	Belgian Malinois	EA	1
Pre-Trained Canine	Labrador Retriever	EA	1
Pre-Trained Canine	German Shorthaired Pointer	EA	1

Pre-Trained Canine & Handler Course	German Shepard	EA	1
Pre-Trained Canine & Handler Course	Dutch Shepard	EA	1
Pre-Trained Canine & Handler Course	Belgian Malinois	EA	1
Pre-Trained Canine & Handler Course	Labrador Retriever	EA	1
Pre-Trained Canine & Handler Course	German Shorthaired Pointer	EA	1

EXHIBIT "D"

CANINE EQUIPMENT PRODUCT SPECIFICATIONS / COST SHEET

RSO shall purchase a variety of canine equipment and supplies on an as needed basis. The following items are included but not limited to.

ITEM	SIZE	UNIT	QTY
6 ft Leather Leash/Lead - Black		EA	1
6 ft Leather Leash/Lead – Tan		EA	1
18-inch Leather Tracking Collar – Brown		EA	1
Leather Muzzle	Small	EA	1
Leather Muzzle	Medium	EA	1
Leather Muzzle	Large	EA	1
30 ft Long Line Lead – Black		EA	1

EXHIBIT "E"
PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

for

(INSERT NAME OF PROGRAM)

between

COUNTY OF RIVERSIDE

and

(INSERT COMPANY NAME)



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	
2. Period of Performance	
3. Compensation	
4. Alteration or Changes to the Agreement	
5. Termination.....	
6. Ownership/Use of Contract Materials and Products	
7. Conduct of Contractor.....	
8. Inspection of Service: Quality Control/Assurance	
9. Independent Contractor/Employment Eligibility	
10. Subcontract for Work or Services.....	
11. Disputes	
12. Licensing and Permits	
13. Use by Other Political Entities.....	
14. Non-Discrimination	
15. Records and Documents	
16. Confidentiality	
17. Administration/Contract Liaison	
18. Notices	
19. Force Majeure	
20. EDD Reporting Requirements	
21. Hold Harmless/Indemnification.....	
22. Insurance	
23. General	
Exhibit A-Scope of Service.....	
Exhibit B- Payment Provisions.....	

This Professional Services Agreement, made and entered into this 17 day of April, 201X, by and between (INSERT COMPANY NAME), a California corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, and Attachment I, HIPAA Business Associate Attachment to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through (INSERT DATE), unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed (INSERT DOLLAR AMOUNT) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and

acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

(INSERT DEPARTMENT NAME AND ADDRESS)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (insert contract ID#); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be

corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state

law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, disability, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal

Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

(INSERT DEPARTMENT NAME)

(INSERT ADDRESS)

CONTRACTOR

(INSERT CONTRACTOR NAME)

(INSERT ADDRESS)

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by

the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$2,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: _____
Chuck Washington, Chairman
Board of Supervisors

Dated: _____

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Amrit P. Dhillon
Deputy County Counsel

CONTRACTOR NAME HERE

By: Veronique Beaur UP
Name: _____ Title: _____

Dated: 4/16/2025

ATTACHMENT "A"
CA POST GENERAL TRAINING GUIDELINES

Minimum Standards for Basic K-9 Handler/Team Training:

1. The K-9 handler should demonstrate an understanding of current laws and competence in exercising sound judgment and critical decision-making when using force to include during the training and development of a law enforcement K-9.
2. The K-9 handler/team should successfully pass an evaluation prior to law enforcement deployment. For purposes of these guidelines, an "alert" is behavior recognized by the handler that indicates the presence of a target odor.
3. In-service K-9 teams should complete 20 hours of documented training monthly to maintain basic patrol and/or detection proficiency.
4. A K-9 team with multiple/added specializations (e.g., SWAT K-9, bomb detection, search and rescue) may require additional training to maintain proficiency.
5. POST recommends annual recertification for the K-9 team.
6. If a K-9 team member has an extended absence from training, POST recommends that the team member be re-evaluated by a trainer prior to service being reinstated.

6.0 RECOMMENDATIONS: BIDDER must list recommendations on kennel facilities, canine transportation, supplies, and health maintenance. Recommendations are required for ongoing care and performance monitoring on an occasional basis.

See attachment

6.0 REFERENCES: BIDDER must list three to five other Law Enforcement agencies their K9's were sold and trained to within the last year.

See attachment

7.0 CERTIFICATIONS: BIDDER must provide copies of licenses & certifications pertaining to training and the selling of canines.

See attachment

Company name: Adlerhorst international LLC

Authorized representative (print name): Veronique Reare

Authorized representative (signature): [Signature]

Authorized representative contact phone: 951 605 2430

Authorized representative contact e-mail: Office@adlerhorst.com

ATTACHMENT "B"
ACKNOWLEDGEMENTS

Attachment "A" must be completed and submitted with the bidder's proposal. Pricing must remain the same for each location.

The County reserves the right to split the award among multiple contractors and/or by geographical areas.

1.0 RESTRICTIONS: BIDDER must detail any restrictions or special instructions on providing unconventional training hours such as nights and or weekends, extended operations, and unscheduled needs.

no Restrictions

2.0 RESTRICTIONS: BIDDER must detail any restrictions or special instructions on providing preferred canine breeds.

No Restrictions

3.0 RESTRICTIONS: BIDDER must detail any restrictions or special instructions on providing training throughout Riverside County.

No Restrictions

4.0 SPECIAL INSTRUCTIONS: BIDDER must detail all other training programs provided pertaining to law enforcement not otherwise listed.

See attachment

5.0 GROUP PRICING: BIDDER must detail if there are pricing tiers related to training programs and the number of canines.

No there is not

1.

3.



ADLERHORST INTERNATIONAL, LLC.

3951 Vernon Avenue * Jurupa Valley, CA 92509

Tel: (951) 685-2430 * Fax: (951) 685-3630 * Email: office@Adlerhorst.Com
www.Adlerhorst.com

Annual Maintenance Training

Adlerhorst was the originator of a comprehensive, ongoing training program to ensure active K-9 teams are maintaining proper skill levels and adhering to the "Community Standard." The results speak for themselves:

100% success from all legal challenges, as well as some excellent case law.

Currently well over 100 agencies contract for our maintenance services which include:

At a minimum, the program includes a complete comprehensive training block each month with an emphasis on problem solving and keeping the dogs "clean" with strong alerts. Supervised training is available five days a week. Each problem area noted by the handler, supervisor or an instructor will be addressed during the current training session.

❖ We use techniques that have proven successful both in the field and the courtroom.

Additional training days are available as necessary. All training sessions have a defined lesson plan, the training supervisor will receive a copy of each lesson plan as well as a written evaluation for each session. Successful participants are guaranteed to pass **P.O.S.T.** standards as well as our more difficult **24-hour P.O.S.T.** re-certification. All our training classes have a comprehensive written standard. Our training titles have been accepted in courts both nationally and internationally. Copies of our standards are available upon request. Our

program offers eleven training days for patrol dogs, five training days for narcotic detection dogs, and two training days for explosive detection dogs each month in Southern California. Additionally, we send qualified instructors to locations in **Northern California, Oregon, Arizona, New Mexico, and Texas.**

Our staff consists of nine full time instructors as well as six part-time instructors. All of whom have extensive backgrounds in the field. Each is a certified **California P.O.S.T.** instructor as well as a **P.O.S.T.** evaluator. Most have qualified as court recognized experts.

- We are offering patrol maintenance training for individual agencies/training groups on a weekly training night with locations provided by the agency.
- While still working on fundamentals, more realistic and practical exercises can be conducted.
- With a smaller number of K9 teams, exercises can be tailored toward the progression needed for each team.
- Instead of one universal monthly lesson plan for every team that attends training at Adlerhorst, the lesson plan will be specific for the needs of the agency.
- With the training taking place in or near the agency's city/county handlers are still able to respond to calls.
- As always if a K9 team needs additional training, the team may attend as many monthly training days available for that month, free of charge.

Expert witness testimony is available/provided for all of our maintenance clients at 20% discount. (Please contact Adlerhorst for a current rate sheet). To date, we have been involved in over 100 cases... All that have gone to trial and have been adjudicated in our favor. Lowry V. San Diego 9th Cist appellate cases (Vera Cruz vs. Escondido our case). The fifteen cases ruled in our favor by the 9th circuit all used Mr. Reaver as their Expert.

❖ **Adlerhorst Patrol Monthly:**

The first and second full weeks of each month and every Wednesday of the month.

Location & Time:

Adlerhorst International LLC

3951 Vernon Avenue Jurupa Valley, CA 92509

Starting time 9:00am.

❖ **Adlerhorst Detection Monthly:**

Training is offered five days each month at various locations throughout Los Angeles County, Orange County, and the Inland Empire.

K9 Teams enrolled in the Annual Maintenance Training Program may attend any of the scheduled training days at any of the training locations offered. K9 Teams may attend as many times as needed.

Contracted Agencies will be billed yearly. Our instructor staff is scheduled based on the projected number of students.

There will be no refunds for non-attendance of monthly training: however, long term illness or injuries to a Handler or K9 may be reviewed on a case-by-case basis.

Feel free to visit one of our sessions!

Call for more information (951) 685-2430

Adlerhorst International, LLC

ADLERHORST INTERNATIONAL LLC EXPERT WITNESS FEES AND INFORMATION

FEES:

Initial Retainer Fee: 3,500.00

The retainer fee is applicable to any work conducted on the case and is due upon the designation of the expert witness.

Office Rate Fee: 300.00 per hour

The work conducted in the office encompasses document review, report preparation, deposition preparation, and preparation for the courtroom testimony, as well as telephone consultations.

Examination of K9: 300.00 per hour

Does not include travel and milage.

Travel Fees: 50.00 per hour

Travel expenses are structured at 50.00 per hour, in addition to 0.50 per square mile from Jurupa Valley, California. For out-of-town travel, a per diem of 350.00 per day is required, along with reimbursement for hotel accommodation. Out-of-town travel is defined as being beyond 50 miles from our location in Jurupa Valley, California.

Deposition and Trial Testimony: 450.00 per hour

Late charges:

All invoices must be settled within 30 days of the invoice date. A late fee of 10% per annum will be applied to overdue payments after this period.

Discount:

A 20% discount on trial and deposition testimony will be extended to agencies currently contracted with Adlerhorst for monthly maintenance training.

ADLERHORST INTERNATIONAL LLC EXPERT WITNESS FEES AND INFORMATION

Credentials:

Adlerhorst was the first to implement a program based on importing pre-trained dogs. This has been proven to be the most cost-effective method of providing dogs and training. This is now the industry standard.

Adlerhorst has provided dogs for over 500 law enforcement agencies.

First in California to have a comprehensive written standard of performance.

This has evolved into being qualified for courts in California, Arizona, New Mexico, Oregon, Washington, Idaho, and Kansas as an expert on dog behavior, training, deployment of police service dogs, detection dogs, and privately-owned dogs. With additional qualifications as a dog bite expert.

Retained or consulted in numerous cases referred to the U.S. Court of Appeals: 9th Circuit. Use of a Police Service Dog deemed acceptable in all cases:

Duvall v Santa Monica

Shannon v City of Costa Mesa

Brooks v City of Santa Ana

Quintanilla v City of Downey

Jetton v City of Downey

Martineau v City of Cypress

Vera Cruz v City of Escondido

Parra v City of Chino

Chrysler v City of West Covina

Kish v City of Santa Monica

Sebulsky v City of Riverside

Sorchini v City of Covina

Viehmeyer v City of Santa Ana

Lowry v City of San Diego

ADLERHORST INTERNATIONAL LLC EXPERT WITNESS FEES AND INFORMATION

Licenses & Certificates:

California Lifetime Teaching Credential

Certified POST Instructor

POST Evaluator

German Kennel Club Certificate of Merit

DEA licensed

ATF licensed

Partial list of cases in which Adlerhorst has been designated as an expert, this includes pending and settled cases:

- 2013 State of California v Herring Superior Court LA**
- 2015 Vega v Riverside US Federal Court Riverside**
- 2015 Casey v Kern County US Federal Court Fresno**
- 2015 Garlick v Kern County US Federal Court Fresno**
- 2016 Ali Alkhafaji v CHP US Federal Court San Diego**
- 2016 Deferraz v City of Hemet US Federal Court Riverside**
- 2016 McQuery v San Diego US Federal Court San Diego**
- 2017 Newman v Fresno County US Federal Court Fresno**
- 2018 Koistra v San Diego US Federal Court San Diego**
- 2018 Reader v Arizona DPS Superior Court Maricopa County**
- 2018 Cheatum v San Diego US Federal Court San Diego**
- 2018 Chavarria v Downey US Federal Court Los Angeles**
- 2018 Rocha v Spokane County US Federal Court Spokane**
- 2018 Cash v San Diego US Federal Court San Diego**
- 2018 Rushing v Butte County US Federal Court Sacramento**
- 2018 Judge v LA County US Federal Court Los Angeles**
- 2019 People v Alex Geiger Superior Court San Los Obispo**
- 2021 Judge v LA County Superior Court Los Angeles**

ADLERHORST INTERNATIONAL LLC EXPERT WITNESS FEES AND INFORMATION

4.



ADLERHORST INTERNATIONAL, LLC.

3951 Vernon Avenue * Jurupa Valley, CA 92509

Tel: (951) 685-2430 * Fax: (951) 685-3630 * Email: office@Adlerhorst.Com
www.Adlerhorst.com

What is this course for?

Entry Level Police Service Dog Training Class

Goals Of The Course

To provide 240 hours of intensive training for law enforcement personnel in the handling, deployment, and care of a police service dog. Upon successful completion, graduates will be able to operationally handle a police service dog as an assistant to law enforcement and the general public.

Upon graduation, students receive a certificate. The dogs receive an internationally recognized title, APSD 1.

This is a community college course with 5 college credits. (CA residents only)

I. Theoretic Instruction

- History of the species canine
- Chronological history of dogs in police service
- Canine behavior
- How the dogs learn
- Training objectives and techniques
- Theory and techniques to enhance agitator/helper skills
- Instruction in types and proper utilization of training equipment
- Health care and feeding the dogs
- Current case law and legal parameters involved in the use of a police service dog
- Preparation for court appearances
- Preparing and maintaining training records

II. Practical Instruction

- Safety during training
- Understanding the police service dog's abilities
- Understanding the police service dogs learning process
- "Guard & Bark" training done properly
 - Enhance alerts
 - Develop confrontational behavior
 - Accelerate transitional training
- Reading, understanding, and proper reaction to dog alerts
 - Evidence search
 - Area search
 - Directed search

- Building search
- Proper use of all training equipment
- Proper handling of surveillance, searches, arrests and transporting of suspects
- Working with other police officers
- Understanding the handler's responsibility to ensure all deployments are done within your agency's policy and procedures manual

All training is from a comprehensive written standard and is tested in the courts.

Adlerhorst International LLC
Canine Handler Update
Course Control#: 6504-24025
Expanded Course Outline
Revised: 04/10/24

PURPOSE:

Emphasizes treatment & documentation of dog bites, canine liability, general obedience, tracking crime scenes & article search, general protection work, deployment tactics, area and building searches.

I. INTRODUCTION

- A. Housekeeping – Go over the hourly and expectations
- B. Course objectives – Read Safety Policy

II. LEGAL UPDATE/CASE STUDIES

- A. New laws (lecture by attorney)
- B. Recent case decisions (lecture by attorney)
- C. Discussion of incidents (Q & A)
- D. Current trends (class discussion)

III. MEDICAL

- A. New developments specifically related to police canine first aid
- B. Basic first aid specifically related to police canine's

IV. EQUIPMENT UPDATE

- A. New equipment/technology that is specifically related to handler/canine

V. EXPERTISE DEVELOPMENT

- A. Training (how it relates specifically to canine handlers)
- B. Court (discussion relating to testifying specifically about the police canine and calls for service or handled calls with the police canine)

VI. PRE-TRAINING ASSESSMENT

- A. Handler and dog (check current abilities, the relationship they have, and how to improve)

VII. FIELD PROBLEMS/ OFFICER SAFETY

- A. Handler Protection
 - 1. Attack on Handler (scenario where a suspect attacks the canine handler and how the canine protects his handler)

Adlerhorst International LLC
Canine Handler Update
Course Control#: 6504-24025
Expanded Course Outline
Revised: 04/10/24

B. Searching Techniques

1. Non-directed area search (scenario where the canine searches but is not specifically directed to find)
2. Directed area search-multiple suspects (scenario where the canine is directed during a search for multiple suspects)
3. Wind scent (scenario where the canine searches with only wind scent to find the suspect)

C. Vehicle Stops

1. Felony vehicle stop/extraction (scenario where the canine handler makes a felony vehicle stop and uses the canine to extract the suspect(s) from within the vehicle)
2. Pursuit/fleeing suspect (scenario where the canine pursues a fleeing suspect with and without biting the suspect upon capture)

D. Pedestrian Stops

1. Out of vehicle (Scenario where the canine handler uses the canine during a pedestrian stop)

E. Unusual Occurrences

1. Harness lift/search (Scenario where the canine handler lifts the canine by the harness into a specific area to search)
2. Ambush/return fire (Scenario where the canine handler is ambushed and monitors how the canine responds – directs the canine for appropriate response)
3. Call off (Scenario where the canine handler calls off the canine prior to a bite to assure control of the canine)

F. Evidence Search (Scenario where the canine handler directs and evaluates the canine's need for additional training during evidence searches)

G. Obedience and confidence course (Scenario where the canine handler gives obedience training to the canine, repeats scenarios, and builds the confidence of the canine's relationship with the handler)

H. Building Search (Scenario where the canine handler conducts a building search with the canine)

Note: The Field Problems section takes up most of day 2 and day 3.

Every scenario / technique (above listed field problems) must be completed to the instructor(s) satisfaction by each team (handler with the canine) prior to moving to the next scenario. All above listed field problems must be completed prior to the end

Adlerhorst International LLC
Canine Handler Update
Course Control#: 6504-24025
Expanded Course Outline
Revised: 04/10/24

of the course by each team. Some canine's need to run through scenario's several times until completed to the standard of the evaluation instructor.

Adlerhorst International LLC
Canine Team Evaluator's Course
POST# 6504-24040
Expanded Course Outline
Revised: 04/09/2024

Purpose:

At the completion of this course the student will demonstrate the ability to properly apply POST K-9 Team guidelines in the evaluation process of a K-9 Team's performance in the areas of obedience, searching, apprehension, handler protection and detection.

I. Introduction

- A. Introduction of Instructor(s)
- B. Safety/Housekeeping Issues
- C. Course Objectives
 - 1. Train students how to evaluate a K-9 Team's performance under POST guidelines.
 - 2. Train students how to interpret and apply a reasonable and uniform evaluation of standards set forth in POST guidelines for patrol and detection canines.
 - 3. Conduct K-9 Team evaluations as a final test. At course completion, students must have demonstrated the ability to properly apply POST K-9 team guidelines in the evaluation process to the course provider's satisfaction.
- D. Overview of Course
 - 1. This course will provide students with the skills to evaluate a canine team effectively and accurately (Handler & K-9) and follows the POST standardized guidelines for instruction.

II. POST Law Enforcement K-9 Guidelines

PURPOSE: To provide the students with an overall understanding of the content of the POST Law Enforcement K-9 Guidelines – Introduction, Voluntary Training Recommendations and Voluntary Competencies Sections

- A. Introduction to POST Law Enforcement K-9 Guidelines
 - 1. Intended for the voluntary use of law enforcement agencies
 - 2. Intentionally basic to accommodate differing agencies' policies
 - 3. Designed to assist agencies with minimum training and performance standards
- B. POST Training Recommendations for Basic Patrol and/or Detection K-9 Teams
 - 1. Sixteen hours of documented monthly training
 - 2. Evaluation by a POST-trained evaluator prior to deployment and at least once annually
- C. Voluntary K-9 Team Competencies
 - 1. Basic Patrol
 - a). Obedience
 - i). Basic routine of left, right, & about turns, at slow, normal, and quick pace, both on and off leash
 - ii). "Down" the K-9 in motion and recall to a "heel" from a distance

Adlerhorst International LLC
Canine Team Evaluator's Course
POST# 6504-24040
Expanded Course Outline
Revised: 04/09/2024

iii). "Down" the K-9 from a distance and recall to a "heel"

b). Search

- i). In a structure with multiple rooms and hiding places, the dog will locate a hidden person and "alert" the handler
- ii). In a large outdoor area, with multiple hiding locations, the dog will locate a hidden person and "alert" the handler

c). Apprehension

- i). The K-9 team will demonstrate a pursuit and call off prior to apprehension
- ii). On command from the handler, the K-9 will pursue and apprehend the agitator/decoy
- iii). From a reasonable distance and on verbal command only, the K-9 will cease the apprehension

d). Handler Protection

- i). During a simulated attack on the handler, the K-9 will defend the handler against the physical attack
- ii). On verbal command from the handler, the K-9 will cease physical contact with the attacking person

2. Detection

a). Search

- i). The K-9 must find the odor(s) they have been trained to find in the environment(s) they have been trained to search
- ii). The K-9 should not "alert" to anything that it is not trained to find
- iii). A false "alert" is a failure

III. Voluntary K-9 Team Performance Standards Testing/Evaluation

A. Recommended Evaluation by a POST-trained evaluator prior to deployment and at least once annually

- 1. Obedience
- 2. Search
- 3. Apprehension
- 4. Detection
- 5. Handler Protection

B. The evaluator will be fully apprised of pertinent testing agency policies and regulations prior to commencement of the evaluation

a) Equipment

- a) Evaluator will demonstrate proper care and use of department issue equipment

Adlerhorst International LLC
Canine Team Evaluator's Course
POST# 6504-24040
Expanded Course Outline
Revised: 04/09/2024

- C. The obedience exercises should be conducted in an environment closely simulating realistic job conditions and distractions
- D. Scenarios for Basic Patrol K-9 Team Testing/Evaluation
1. Obedience
 - a). Handlers will report to the evaluator with the dog on a leash
 - b). The K-9 Team will start at the "heel" position
 - c). At the "forward" direction of the evaluator, handlers will proceed ahead with their dogs at a slow, normal, and/or quick pace at the direction of the evaluator
 - d). The evaluator will direct the handler-canine team through a series of turns and movements including the following:
 - i. On leash:
 - ii. Two right turns
 - iii. Two left turns
 - iv. Two about-turns
 - v. Two stop/sits
 - vi. Off leash (with distraction):
 - vii. Two right turns
 - viii. Two left turns
 - ix. Two about-turns
 - x. Two stop/sits
 - xi. Down in motion:
 - xii. While continuing forward at a quick pace, the handler will "down" the dog on the evaluator's command and continue to jog forward until reaching a designated point (at least 30 paces away)
 - xiii. The handler will then stop and face the dog
 - xiv. At the evaluator's command, the handler will recall the dog to their location by means of voice and/or hand signal(s) to finish "heel" position
 - xv. Down from a Distance
 - xvi. The handler will direct the dog to stand/stay or sit/stay position and proceed at least 30 paces away
 - xvii. The handler will face the dog, wait for the evaluator's command, then "down" the dog by means of voice and/or hand signals
 - xviii. The handler will then recall the dog to a heel
 2. Search
 - a). Upon command of the evaluator, the K-9 team will approach the designated search area on foot
 - b). At the handler's direction and command, the dog shall actively and independently search the test area until the decoy is located or the evaluator terminates the exercise
 - c). Once the dog has located a hidden person and "alerts" the handler will inform the evaluator of the decoy's actual location

Adlerhorst International LLC
Canine Team Evaluator's Course
POST# 6504-24040
Expanded Course Outline
Revised: 04/09/2024

- d). The handler should demonstrate the ability to control the dog fully throughout all phases of the search
3. Apprehension without Contact (call off)
- a). The K-9 team will begin the exercise "off-leash" from a designated starting position
 - b). The handler will ensure the dog remains with them and may hold the dog's collar if needed
 - c). Upon the evaluator's signal, a person acting as a "suspect" (agitator/decoy) will present himself visually at a reasonable distance (25-30 yards) from the K-9 team and begin running away
 - d). The handler will verbally order the "suspect" to stop
 - e). The "suspect" will ignore the order and continue flight
 - f). The handler will then send the dog in pursuit of the suspect and may join in the pursuit to ensure full view of the dog and "suspect"
 - g). Allowing a reasonable distance (20-30 yards), the "suspect" will stop in mid-flight at the evaluator's command and stand still
 - h). When the dog is approximately halfway to the decoy, the handler will verbally order the dog to abandon the apprehension
 - i). Dog must not physically contact the decoy after the "call off" command
4. Apprehension with Contact
- a). This exercise will duplicate the above procedure, except in this scenario the agitator/decoy will not stop, and the handler will send the dog to pursue, contact, and apprehend the agitator/decoy
 - b). The handler may join in the pursuit
 - c). The dog will contact and control the agitator/decoy until called off by the handler
 - d). During the apprehension and on verbal command only from the handler, the dog will disengage the contact
5. Handler Protection
- a). The handler approaches an individual (agitator/decoy) standing nearby and initiates a field interview contact while leaving the dog on a "sit down" position
 - b). After approximately 30 seconds the agitator/decoy suddenly physically assaults the handler
 - c). The dog should react to the attack by either of the following actions:
 - i). "Conditioned" defense of handler, no command given.
 - ii). Respond when called upon by the handler's verbal command
 - d). The dog will defend the handler by making physical contact with the agitator/decoy
 - e). The dog must disengage upon a verbal command by the handler
 - f). Upon release, the dog will remain under control of the handler

Adlerhorst International LLC
Canine Team Evaluator's Course
POST# 6504-24040
Expanded Course Outline
Revised: 04/09/2024

E. Scenarios for Basic Detection K-9 Team Testing/Evaluation

1. Search

- a). The actual target odor should be present for the evaluation
- b). To ensure adequate scent dispersion, setup time for each sample odor should be a minimum of 30 minutes prior to the actual search
- c). The evaluation should contain at least one blank odor in each environment evaluated
- d). While demonstrating reasonable control and coordination between the handler and K-9, the dog must find (within a reasonable period of time) the odor(s) identified
- e). There should be a recognized signal "alert" from the dog to the handler which indicates that the dog has located each odor
- f). The handler must be able to interpret the dog's "alert" clearly enough to be able to inform the evaluator of the substance's location
- g). Once a handler has signaled their canine's "alert" to the evaluator, the exercise is complete
- h). The handler must demonstrate the ability to control the dog fully throughout all phases of the search

IV. Overview of the recommendations for a K-9 evaluator's qualifications and the evaluator's role in preparing for K-9 Team testing/evaluation

PURPOSE: To provide the students with an understanding of the preparations and coordination needed before and during K-9 Team testing/evaluation.

A. K-9 Team Evaluator Qualifications

1. Recommended Minimum Requirements for Law Enforcement K-9 Evaluators
 - a). Evaluator should have a minimum of five years experience as a Law Enforcement K-9 Handler or Law Enforcement K-9 Trainer, and a minimum of 200 hours of documented training in the area they are evaluating
 - b). Evaluator should pass a POST-certified K-9 Team Evaluator's Course
2. To preserve the highest standards of professionalism and to avoid any perceived conflict of interest between the Evaluator and the K-9 Team, it is recommended the Evaluator:
 - a). Evaluator should not have a monetary interest in breeding/selling/training of the dog being evaluated
 - b). Evaluator should not be the handler of the dog being evaluated

B. K-9 Team Evaluator Preparations for the Testing/Evaluation Process

1. Become Familiar with the Testing Agency's Policies, Procedures & Standards
 - a). Determine what field equipment is normally used by the agency being tested
 - b). Arrange to have the same equipment used during the testing process
2. Assess the Testing/Evaluation Site Selection(s)

Adlerhorst International LLC
Canine Team Evaluator's Course
POST# 6504-24040
Expanded Course Outline
Revised: 04/09/2024

- a). The tested agency selects site(s), subject to approval of evaluator
 - b). Ensure site selection(s) are conducive to testing
3. Reference POST Guidelines for Student Safety
- a). Reference http://lib.post.ca.gov/Publications/Student_Safety_Guidelines.pdf
 - b). Review safety policy
4. Coordinate Scenarios
- a). All testing scenarios should be designed to reasonable working conditions
5. Plan for Officer/Staff First Aid
- a). Prepare a Safety Plan with Medical Procedures for People
 - i). Provide information on first aid location(s)
 - ii). Provide directions to nearest emergency/hospital locations
 - iii). Ensure police radios and/or phones are available to summon assistance
6. Plan for K-9 First Aid
- a). Prepare a Safety Plan with Medical Procedures for Canines
 - i). Provide information on first aid location(s)
 - ii). Provide directions to nearest veterinarian emergency/hospital locations
 - iii). Ensure police radios, phones and police radios are available to summon assistance
- C. K-9 Team Evaluator Proceedings during the Testing/Evaluation Process
1. The evaluator should make reasonable accommodations to the agencies' K-9 team being tested without deviating from POST guidelines
2. Define Terms & Ensure Understanding
- a). **Alert** - A recognized signal from the dog to the handler
 - b). **Blank** - The absence of the target odor
 - c). **Call Off** - A voice command, from handler to dog, which results in the dog ceasing an activity
 - d). **Field Equipment** - The equipment used by the dog or the handler while performing normal duties
 - e). **Handler** - The person that deploys the dog as part of the K-9 team
3. Define Evaluator's Discretion
- a). Minor mistakes (second commands, etc.)
 - b). Reasonable time
 - c). Test termination
 - d). Time given/needed before a retest

Adlerhorst International LLC
Canine Team Evaluator's Course
POST# 6504-24040
Expanded Course Outline
Revised: 04/09/2024

4. Provide Clear Directions
 - a). Describe scenarios completely
 - b). Thoroughly describe agitator/decoys actions and roles in the scenarios
5. Direct and deploy the Tested Agency's Agitators/Decoys
6. Ensure Consistency Among Decoys/Agitators
7. Maintain Reasonable Test Conditions
 - a). Extreme-testing situations should be avoided
8. Test only those Topics within the Guidelines Applicable to the Tested Agency
9. Apply Uniform Application of Standards
10. Refrain from Adding/Subtracting from Testing Guidelines
 - a). Do not dictate agency policy
 - b). Work within agency policy
11. Apply Course Specific Safety Policy for K-9 Training

D. K-9 Team Evaluator Testing/Evaluation Documentation and Overview

1. Evaluation Forms/Reports
 - a). POST/Agency developed evaluation forms
 - b). How to use forms
 - c). Avoid training recommendations
 - d). Signed evaluation forms are to be left with the agency being evaluated
 - e). Indicate the type of agency equipment used during the testing process.
 - f). Describe environment of evaluation (e.g., vehicle, plane, field, building, etc.).
2. Document Failure of Test/Evaluation
 - a). Failure of any required portion of the testing necessitates a retest for that portion of the evaluation
 - b). Use comments section only if there is a failure
 - c). Write brief comments
 - d). Retest only the major topic failed

V. Experiential Learning Activity #1

PURPOSE: To provide the students with a demonstration of reasonable test conditions, using reasonable work conditions, while applying uniform standards of the Voluntary K-9 Team Competencies & Minimum Performance Standards for:

Adlerhorst International LLC
Canine Team Evaluator's Course
POST# 6504-24040
Expanded Course Outline
Revised: 04/09/2024

- A. Competencies & Minimum Performance Standards for Basic Patrol
 - 1. Patrol
 - a). Obedience
 - b). Search
 - c). Apprehension
 - d). Handler Protection
 - B. Competencies & Minimum Performance Standards for Basic Patrol
 - 2. Detection
 - a). Search
- VI. Experiential Learning Activity #1
PROCEDURE: Large Group Activity
- A. Testing/Evaluation Summary
 - 1. Instructor will reiterate uniform standards, reasonable scenarios & test conditions
 - 2. Instructor shall recap minimum performance standards & pass/fail evaluations
 - B. Basic Patrol & Detection Demonstration
 - 1. Instructor will direct a K-9 Team through a scenario to meet the K-9 Team competencies & minimum performance standards of Patrol & Detection
 - 2. Instructor shall demonstrate an evaluation & the documentation of a K-9 team and discuss and explain the results of his/her evaluation
 - 3. Students will discuss their observations & the results of the instructor's evaluation
- VII. Exercise Conclusion
- i. Key learning points
 - 1. Provide a visual demonstration of acceptable competencies & minimum standards
 - 2. Highlight reasonable test conditions using reasonable work conditions
 - 3. Demonstrate the documentation an evaluation
- VIII. Experiential Learning Activity #2
PROCEDURE: Small Group Activity
- A. Students Conduct K-9 Team Evaluations & Documentations Assisted by an Instructor
 - 1. Students will be divided into small groups at established patrol & detection stations
 - 2. Instructor will provide the student with evaluation forms/reports
 - 3. Instructor shall discuss and describe a given K-9 Team evaluation scenario
 - 4. Instructor will demonstrate the direction of a K-9 Team and/or Decoys as needed in completing an evaluation scenario to meet the competencies & minimum performance standards of Patrol or Detection
 - 5. Students will assess, evaluate, and individually document the K-9 Team

Adlerhorst International LLC
Canine Team Evaluator's Course
POST# 6504-24040
Expanded Course Outline
Revised: 04/09/2024

6. Students will discuss their observations & the results of their evaluation

B. Students Conduct K-9 Team Evaluations & Documentations

1. At the Conclusion of Learning Activity #2-A, the students in each group will rotate through established patrol & detection stations and demonstrate the ability to direct a K-9 Team and/or Decoys as needed in completing a testing scenario
2. Students not directing the testing, shall evaluate and document the K-9 Teams proficiency to meet the competencies & minimum performance standards of Patrol or Detection
3. At the conclusion of each exercise, students will discuss his/her individual assessment & evaluation of the K-9 Team
4. Instructor shall provide feedback & emphasize key learning points

D. At course completion, students must have demonstrated the ability to properly apply POST K-9 team guidelines in the evaluation process to the course provider's satisfaction

IX. Exercise Conclusion

A. Key learning points

1. Present a visual demonstration of an Evaluator describing a scenario, providing direction to a K-9 Team and/or Decoys as needed and documenting the evaluation
2. Provide students the opportunity to relate lessons learned in describing a scenario, providing direction to a K-9 Team and/or Decoys as needed and documenting the evaluation
3. Afford the instructor an opportunity to assess the student's ability to properly apply POST K-9 team guidelines and remediate when necessary

X. **Course Conclusion:**

- A. Provide the students with resources to provide potentially valuable information relating to Law Enforcement K-9 training.

Scientific Working Group on Dog and Orthogonal
Detector Guidelines
<http://swgdog.fiu.edu/>

California Narcotic Canine Association
<http://cnca.com/home/>

International Working Dog Breeding Association
<http://www.iwdba.org/>

National Police Bloodhound Association
<http://www.npba.com/>

National Police Canine Association
<http://www.npca.net/>

National Narcotic Detector Dog
Association

Adlerhorst International LLC
Canine Team Evaluator's Course
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Expanded Course Outline
Revised: 04/09/2024

<http://www.nndda.org/>

North American Police Work Dog Association
<http://www.napwda.com/>

United States Police Canine Association
<http://www.uspcak9.com/>

Penn Vet Working Dog Center
<http://pennvetwdc.org/>

Western States Police Canine Association
<http://www.wspca.net/>

- B. Question and answer period
- C. Course Evaluations
- D. Certificates



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The Adlerhorst Patrol Detection Dog (APDD) course has been designed to train canines to detect narcotics, explosives, firearms, accelerants, human remains and other substances as required to meet the mission, regional and operational deployment needs of each agency. During the course the canines will be trained to use a systematic pressure search to discriminate undesired odors and passively alert to the source of desired odors.

The focus of detection training is also with the K9 Handler to assist them in becoming valuable and successful partners to their canines. Detection Handler development will provide the skills and knowledge necessary to maintain basic detection proficiency and increase the effectiveness and efficiency of the K9 Team.

Upon completion of this course of instruction, the canine will be able to:

Demonstrate the ability to recognize trained odors and differentiate them from all others at different heights and depths in various scenarios.

Upon completion of this course of instruction, the K9 Handler will be able to:

- Demonstrate the ability to assess the search environment and conduct an efficient & effective search as a K9 Team.
- Demonstrate the ability to identify activities, behaviors, and the final response of the canine when trained odors have been discovered.

Upon completion of this course of instruction, the K9 Team will be assessed to ensure:

- The K9 Team is competent and able to conduct their actions safely, effectively and efficiently.
- The student Handler has the knowledge and ability to maintain basic skills and continue to improve as the K9 Team develops.

Students who complete this course receive a certificate. The dogs receive an internationally recognized title and are prepared to test for additional certification to meet SWGDOG, CNCA or NPCA standards.

NARCOTICS DETECTION DOG COURSE DESCRIPTION:

Initial Training will be conducted by a competent, qualified detector canine trainer using a structured curriculum with specific training and learning objectives. The narcotics detection training course will include training the canine to detect, cocaine, heroin, methamphetamine, (at the agencies discretion) and other substances as required to meet the agency's mission, regional and operational deployment needs.

Training will include varying quantities and depth of hidden narcotic odors. It will include exposing the canine to a variety of different types of searches and locations, utilizing open areas, vehicles, buildings, parcels, luggage, etc. to conceal the target odor.



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What is this course for?

The Adlerhorst Patrol Detection Dog (APDD) course has been designed to train canines to detect narcotics, explosives, firearms, accelerants, human remains and other substances as required to meet the mission, regional and operational deployment needs of each agency. During the course the canines will be trained to use a systematic pressure search to discriminate undesired odors and passively alert to the source of desired odors.

The focus of detection training is also with the K9 Handler to assist them in becoming valuable and successful partners to their canines. Detection Handler development will provide the skills and knowledge necessary to maintain basic detection proficiency and increase the effectiveness and efficiency of the K9 Team.

Upon completion of this course of instruction, the canine will be able to:

Demonstrate the ability to recognize trained odors and differentiate them from all others at different heights and depths in various scenarios.

Upon completion of this course of instruction, the K9 Handler will be able to:

Demonstrate the ability to assess the search environment and conduct an efficient & effective search as a K9 Team.

Demonstrate the ability to identify activities, behaviors, and final response of the canine when trained odors have been discovered.

Upon completion of this course of instruction, the K9 Team will be assessed to ensure:

- The K9 Team is competent and able to conduct their actions safely, effectively and efficiently.
- The student Handler has the knowledge and ability to maintain basic skills and continue to improve as the K9 Team develops.
- Students who complete this course receive a certificate.
- The dogs receive an internationally recognized title and are prepared to test for additional certification to meet SWGDOG, CNCA or NPCA standards.

Human Remains Detection Course Description:

Initial training will be conducted by a competent, qualified detector canine trainer using a structured curriculum with specific training and learning objectives.

The human remains detection training course will include training the canine to detect, human blood (fresh and old) human decomposition material (tissue, adipocere, wet and dry bone, body fluids), burned human tissue and other substances as required to meet the agency's mission, regional and operational deployment needs.

Training will include varying quantities and depth of hidden human remains odors. It will include exposing the canine to a variety of different types of searches and locations, utilizing open areas, vehicles, buildings, parcels, luggage, etc. to conceal the target odor.



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Who is this course for?

This 40-hour technical course is designed for law enforcement dog handlers, their supervisors, administrators, and risk managers. This in-depth class covers a variety of information to *increase* your program's efficiency while *decreasing* your liability.

TOPICS

- The species canine and the law enforcement canine, chronological history.
- How the dog learns.
- The application to law enforcement.
- Field tactics.
- Officer Safety.
- Veterinary care.
- Legal aspects. Case law past and recent.
- "Guard & Bark," what is best for your agency. *Includes practical hands-on demonstrations and applications.*
- Techniques to change over to "guard & bark."
- Techniques to enhance "guard & bark."

"The guard & bark deployment is the future of all police dog training in this country. We will use your program as the benchmark for all others to conform to."

Quote, U.S. Department of Justice, Civil Rights Division, Special Litigation Section.

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ADLERHORST INTERNATIONAL, LLC.

3951 Vernon Avenue * Jurupa Valley, CA 92509

Tel: (951) 685-2430 * Fax: (951) 685-3630 * Email: office@Adlerhorst.Com
www.Adlerhorst.com

Who is this course for?

The Adlerhorst Patrol Detection Dog (APDD) course has been designed to train canines to detect narcotics, explosives, firearms, accelerants, human remains and other substances as required to meet the mission, regional and operational deployment needs of each agency. During the course the canines will be trained to use a systematic pressure search to discriminate undesired odors and passively alert to the source of desired odors.

The focus of detection training is also with the K9 Handler to assist them in becoming valuable and successful partners to their canines. Detection Handler development will provide the skills and knowledge necessary to maintain basic detection proficiency and increase the effectiveness and efficiency of the K9 Team.

Upon completion of this course of instruction, the canine will be able to:

Demonstrate the ability to recognize trained odors and differentiate them from all others at different heights and depths in various scenarios.

Upon completion of this course of instruction, the K9 Handler will be able to:

- Demonstrate the ability to assess the search environment and conduct an efficient & effective search as a K9 Team.
- Demonstrate the ability to identify activities, behaviors, and the final response of the canine when trained odors have been discovered.

Upon completion of this course of instruction, the K9 Team will be assessed to ensure:

- The K9 Team is competent and able to conduct their actions safely, effectively and efficiently.
- The student Handler has the knowledge and ability to maintain basic skills and continue to improve as the K9 Team develops.

Students who complete this course receive a certificate. The dogs receive an internationally recognized title and are prepared to test for additional certification to meet SWGDOG, CNCA or NPCA standards.

FIREARM DETECTION DOG COURSE DESCRIPTION:

Initial Training will be conducted by a competent, qualified detector canine trainer using a structured curriculum with specific training and learning objectives.

The firearm detection training course will include training the canine to detect firearms both cleaned and recently fired, magazines (both loaded and empty), loaded shells (both brass and shotgun), gun powders- both black & smokeless and shell casings (which are empty and have been previously discharged).

Training will include varying quantities and depth of hidden firearm odors. It will include exposing the canine to a variety of different types of searches and locations, utilizing open areas, vehicles, buildings, parcels, luggage, etc. to conceal the target odor.

Training will include varying quantities and depth of hidden narcotic odors. It will include exposing the canine to a variety of different types of searches and locations, utilizing open areas, vehicles, buildings, parcels, luggage, etc. to conceal the target odor.



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Course Description:

The Adlerhorst electric detection dog course has been designed to train canines to detect electronic devices that are prohibited by law or regulation within a specific area, as required to meet the mission, regional and operational deployment needs of each agency. During the course the canines will be trained to use a systematic pressure search to discriminate undesired odors and passively alert to the source of desired odors.

The focus of detection training is also with the K9 Handler to assist them in becoming valuable and successful partners to their canines. Detection Handler development will provide the skills and knowledge necessary to maintain basic detection proficiency and increase the effectiveness and efficiency of the K9 Team.

Upon completion of this course of instruction, the canine will be able to:

Demonstrate the ability to recognize trained odors and differentiate them from all others at different heights and depths in various scenarios.

Upon completion of this course of instruction, the Handler will be able to:

- Demonstrate the ability to assess the search environment and conduct an efficient & effective search as a K9 Team.
- Demonstrate the ability to identify activities, behaviors, and the final response of the canine when trained odors have been discovered.

Upon completion of this course of instruction, the K9 Team will be assessed to ensure:

- The K9 Team is competent and able to conduct their actions safely, effectively and efficiently.
- The student Handler has the knowledge and ability to maintain basic skills and continue to improve as the K9 Team develops.

Students who complete this course receive a certificate. The dogs receive an internationally recognized title and are prepared to test for additional certification to meet SWGDOG, CNCA or NPCA standards.

ELECTRONICS ODOR DETECTION DOG COURSE DESCRIPTION:

Initial Training will be conducted by a competent, qualified detector canine trainer using a structured curriculum with specific training and learning objectives. The Electronics Odor Detection Training Course will include training the canine to detect Demonstrate the ability to detect the odor of the following odors:

- 1. Cell Phones, Digital Cameras, Memory Cards, Hard Drives and other Digital Storage Devices, Circuit Boards and their components.
 2. Removable media such as DVD's, CD-ROM's, Blue-Rays and Floppy Discs and their components.

Training will include varying quantities and depth of hidden Electronics odors. It will include exposing the canine to a variety of different types of searches and locations, utilizing open areas, vehicles, buildings, parcels, luggage, etc. to conceal the target odor.

E-COLLAR

COURSE

Day 1

0800 -1200 **Class/power point**

- Learning theory / animal behavior.
- Negative and positive reinforcers.
- Drive channeling and capping.
- Equipment selection and use.
- The do's and do nots of E- collar use.

1200-1300 **lunch**

1300-1600 **Practical application**

- Intro to imprinting the e-collar
- Making the e-collar a gas pedal
- Contact method introduction

Day 2

0800-1200 **Practical application**

- Intro to corrections and aversive stimulation.
- Gas pedal practice

1200-1300 **Lunch**

1300-1600 **Practical application**

- Problem solving
- Clear communication
- Clear outing and recalls

Day 3

0800-1200 Practical application

- Offsite live searches
- Re-directs
- Do's and don'ts of live searches and applications

1200-1300 Lunch

1300-1600 Practical application

- Problem solving
- Graduation /certificates



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Who is this course for?

The Adlerhorst Detection Dog (APDD) course has been designed to train canines to detect narcotics, explosives, firearms, accelerants, human remains and other substances as required to meet the mission, regional and operational deployment needs of each agency. During the course, the canines will be trained to use a systematic pressure search to discriminate undesired odors and passively alert to the source of desired odors.

The focus of detection training is also with the K9 Handler to assist them in becoming valuable and successful partners to their canines. Detection Handler development will provide the skills and knowledge necessary to maintain basic detection proficiency and increase the effectiveness and efficiency of the K9 Team.

Upon completion of this course of instruction, the canine will be able to:

- Demonstrate the ability to recognize trained odors and differentiate them from all others at different heights and depths in various scenarios.

Upon completion of this course of instruction, the K9 Handler will be able to:

- Demonstrate the ability to assess the search environment and conduct an efficient & effective search as a K9 Team.
- Demonstrate the ability to identify activities, behaviors, and the final response of the canine when trained odors have been discovered.

Upon completion of this course of instruction, the K9 Team will be assessed to ensure:

- The K9 Team is competent and able to conduct their actions safely, effectively and efficiently.
- The student Handler has the knowledge and ability to maintain basic skills and continue to improve as the K9 Team develops.

Students who complete this course receive a certificate. The dogs receive an internationally recognized title and are prepared to test for additional certification to meet SWGDOG, CNCA or NPCA standards.

Initial Training will be conducted by a competent, qualified detector canine trainer using a structured curriculum with specific training and learning objectives.

The explosives detection training course will include training the canine to detect,

Ammonium Nitrate, RDX, PETN, TNT, Dynamite, Black Powder, Smokeless Powder and (HME's) that include: Chlorate based mixtures (e.g., potassium chlorate) Nitrate based mixtures (e.g., ANFO nitrate), Perchlorate based mixtures (e.g., potassium perchlorate) and other substances as required to meet the agency's mission, regional and operational deployment needs.

Training will include varying quantities and depth of hidden explosive odors. It will include exposing the canine to a variety of different types of searches and locations, utilizing open areas, vehicles, buildings, parcels, luggage, etc. to conceal the target odor.

FIREARM DETECTION DOGCOURSE DESCRIPTION:

Adlerhorst International LLC
Full Deployment profile Course
Presenter: Adlerhorst International (6504)
Course Control #:
Expanded Course Outline
Revised: 02/13/2025

PURPOSE:

Provides the students with the minimum topics of deployment tactics, best practices during critical incidents, case law, de-escalation, and effective report writing.

I. INTRODUCTION

- A. Registration and orientation
- B. Instructor and student introductions
- C. Course goals and objectives- review

II. POLICIES AND LEGAL ISSUES

- A. Canine case law (lecture by instructor)
- B. Individual agency use of force policies (class discussion led by instructor)
- C. Discussion of incidents (class discussion)

III. EQUIPMENT UPDATE AND CHECK

- A. Individual agency equipment setups (class discussion)
- B. New Equipment/ technology specifically geared towards K9 teams (instructor lecture)

IV. SCENARIO BASED LEARNING EXERCISES (DAY 1)

- A. Introduction to building searches with an emphasis on officer safety
 - 1.) Ensuring the search meets individual agency policy.
 - 2.) Ensuring the search complies with current case law.
 - 3.) Ensuring search was completed with best tactics and practices.
- B. Introduction to open area searches
 - 1.) Ensuring the search meets individual agency policy.
 - 2.) Ensuring the search complies with current case law.
 - 3.) Ensuring search was completed with best tactics and practices.

V. SCENARIO BASED LEARNING EXERCISES (DAY 2)

- A. Vehicle barricade
 - 1.) Appropriate timing of deployment.

Adlerhorst International LLC
Full Deployment profile Course
Presenter: Adlerhorst International (6504)
Course Control #:
Expanded Course Outline
Revised: 02/13/2025

- 2.) Ensuring deployment meets agency policy and complies with case law.
- 3.) Ensuring deployment was completed with best tactics and practices.
- B. Building search with contact
 - 1.) Ensuring deployment meets agency policy and complies with case law.
 - 2.) Ensuring deployment was completed with best tactics and practices.
 - 3.) Plan development and follow through.
 - 4.) Post bite investigations.
- C. Report writing
 - 1.) Ensuring report meets agency policy and complies with case law.
 - 2.) Ensuring report was completed with best practices.
 - 3.) Ensuring report meets all current legal requirements.

VI. SCENARIO BASED LEARNING EXECISES (DAY 3)

- A. Students will participate in, develop, and practice canine scenarios.
 - 1.) Post exercise discussion covering learning objectives and safety protocols.
- B. Review reports from previous days' scenarios
 - 2.) Discuss legal requirements and best practices.
- C. Engaging an armed suspect
 - 1.) Discuss agency policies and procedures.
 - 2.) Demonstrate best practices.
 - 3.) Discuss deployment vs other less lethal options.
- D. Building search with canine down
 - 1.) Demonstrate best practices.
 - 2.) Develop an emergency plan.

VII. COURSE COMPLETION

- A. Students will be provided with graduation documents.
- B. Students will complete evaluation forms.

NOTE: Every scenario/technique listed above must be completed to instructor(s) satisfaction by each canine team prior to moving onto the next scenario. Some teams may need to run through scenarios multiple times until completed to the standards of the evaluation instructor(s).

Adlerhorst International LLC
E-Collar Course
Presenter: Adlerhorst International (6504)
Course Control #: 23980
Expanded Course Outline
Revised: 3/23/2025

PURPOSE:

Provides the students with knowledge about animal behavior, learning theory, negative and positive reinforcement, equipment selection, and proper use of electronic collar.

AUDIENCE:

Full time California Law Enforcement Officers currently employed by a CA POST law enforcement agency. All students must have a CA POST identification number, agency e-mail address.

COURSE OBJECTIVES

Under the instruction provided by a qualified instructor(s) each student will:

- Demonstrate their understanding of proper E-Collar use.
- Gain a better understanding of Canine learning theory and how to apply it you E-Collar use
- Understand the impact of proper and improper timing of corrections and the effects if can have long animal learning.
- Understand the animal learning theory and how to develop training plans.

I. INTRODUCTION

A. Registration and orientation

1.

B. Instructor and student introductions

C. Course goals and objectives- review

II. ANIMAL BEHAVIOR (lecture by instructor)

A. Learning theory

Adlerhorst International LLC
E-Collar Course
Presenter: Adlerhorst International (6504)
Course Control #: 23980
Expanded Course Outline
Revised: 3/23/2025

1. Skinner's learning theory of behaviorism emphasizes the role of reinforcement and punishment in shaping behavior, proposing that individuals learn through the consequences of their actions.

- a. The subject understands that their behavior has an effect on their environment.
- b. They can make good or bad things happen to them.

2. Pavlovian Condition, a type of learning where a neutral stimulus becomes associated with a meaningful stimulus, leading to a learned response or behavior.

- a. Relying on a dopamine dump and anticipation

- B. Negative and positive reinforcers
- C. Drive channeling and capping

III. EQUIPMENT OVERVIEW

- A. Individual agency equipment setups (class discussion)
- B. New Equipment/ technology specifically geared towards K9 teams (instructor lecture)
- C. Brand comparisons
- D. Basic function of the E-Collar

IV. PRACTICAL APPLICATION (DAY 1)

- A. Introduction to imprinting the E-Collar
 - a. Pairing the E-Collar with a reward
 - b. Pairing the E-Collar with a correction
 - c. Pairing the E-Collar with a punishment
- B. Using the E-Collar for more than compulsion
 - a. Obedience and fetch with E-Collar
- C. Contact method introduction
 - a. Pairing the E-Collar with touch and manual corrections

V. PRACTICAL APPLICATION (DAY 2)

- A. Introducing corrections and aversive stimulation

Adlerhorst International LLC
E-Collar Course
Presenter: Adlerhorst International (6504)
Course Control #: 23980
Expanded Course Outline
Revised: 3/23/2025

- B. Problem solving
 - a. Bring the dog back to foundational training to ensure it understands the exercise and goals
- C. Clear communication
 - a. Ensure timing of stimulation is proper for the task
- D. Clear outing and recalls
 - a. Canine will be given direction and results will be expected immediately.

VI. PRACTICAL APPLICATION (DAY 3)

- A. Offsite live searches- utilizing E-collar for control during search
 - a. Ensure proper timing of stimulation and prevent overuse.
- B. Re-directs- using E-collar as "gas pedal"

VII. COURSE COMPLETION

- A. Students will be provided with graduation documents.
- B. Students will complete evaluation forms.

NOTE: Every scenario/technique listed above must be completed to instructor(s) satisfaction by each canine team prior to moving onto the next scenario. Some teams may need to run through scenarios multiple times until completed to the standards of the evaluation

Adlerhorst International LLC
Detection Canine Re-Certification
Presenter: Adlerhorst International (6504)
Course Control #:
Expanded Course Outline
Revised: 03/19/2025

PURPOSE:

Provides students with continuing understanding of their K9 partner and an evaluation of the K9 team's ability to search for, locate, and indicate to the presence of trained odors in a variety of situations with environmental distractions.

AUDIENCE:

Full time California Law Enforcement Officers who are currently employed by a California POST Law Enforcement agency and are apart of a K9 detection team. All students must have a California POST identification number and valid agency e-mail address.

COURSE OBJECTIVES:

Under the instruction provided by qualified instructor(s) each student will:

- Continue to improve in their ability to see, recognize, and interpret their K9 partner's behavior while searching for and locating odor.
- Continue to improve in their ability to see, recognize their K9 partner's behavior in areas that do not have trained odor, or "blank" searches.
- Continue to improve their ability to deploy their K9 partner to maximize the K9's olfactory abilities.

I. INTRODUCTION

- a) Registration and orientation
- b) Instructor and student introductions
- c) Course goals and objectives- review

II. PRACTICAL APPLICATION (DAY 1)

- a) Building searches
- b) Multiple room searches
- c) Dark and low light searches
- d) "Blank" (no trained odor) searches, varying in duration from 5-15 minutes.

III. PRACTICAL APPLICATION (DAY 2)

- a) Vehicle searches

Adlerhorst International LLC
Detection Canine Re-Certification
Presenter: Adlerhorst International (6504)
Course Control #:
Expanded Course Outline
Revised: 03/19/2025

- b) Interior vehicle searches
- c) Exterior vehicle searches
- d) Parcel searches

IV. COURSE COMPLETION (DAY 2)

- a) Students will be provided with graduation documents
- b) Students will complete evaluation forms

NOTE: Every scenario/technique listed above must be completed to instructor(s) satisfaction by each student prior to moving onto the next scenario. Some students may need to run through scenarios multiple times until completed to the standards of the evaluation.

5.



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 3951 Vernon avenue, Jurupa Valley Ca 92509
 PH:(951)685-2430 Fax (951)685-3630
www.adlerhorst.com

Dual Purpose Police Service Dog (Malinois, Dutch Shepherd, or German Shepherd)	\$12,900.00
Sport Dog, Labrado, pointer, Spaniel	\$12,000.00
Single Purpose Detection Dog (Malinois, Dutch Shepherd, or German Shepherd)	\$9,900.00
Single Purpose Detection Dog Off Breed (Pointer, Lab, Etc)	\$9,900.00
Agitator I Course - 16 hours	\$350.00
Agitator II Course - 24 hours	\$350.00
Instructor Course -480 Hours	\$8,000.00
Basic Handler Course - 240 hours	\$6,000.00
Narcotic Detection Course -240 Hours	\$5,700.00
Fire arm Detection Course - 240 Hours	\$5,700.00
Cadaver Detection Course - 240 hours	\$5,700.00
Explosive Detection Course- 240 hours	\$5,700.00
Handler Development Course - 40 hours	\$450.00
P.O.S.T. Evaluators Course	\$200.00
P.O.S.T. Patrol Re-Certification - 24 hours ~ on site	\$264.00
Re-Cert on site	\$450.00
P.O.S.T. Patrol Re-Certification - 24 hours ~ off site	\$550.00
Detection Re-Certification - 16 hours ~ on site/ off site	\$450/\$550
Tracking Course - 40 hours	\$950.00
Annual Maintenance Training - on site / Per team	\$2,900.00
Monthly On site /per team	\$242.00
Annual Maintenance Training - off site / Per team	\$3,500.00
Monthly Off site /per team	\$292.00
Boarding per day	\$35.00
Bite Suit	\$1,750.00
Jacket	\$875.00
Pants	\$875.00
Replacement Arm	\$235.00
Replacement Leg	\$300.00
Neoprene Gauntlet	\$45.00
Arm Cover	\$55.00
German Arm	\$250.00
Sleeve Cover	\$65.00
Jute	\$20.00
Kong	L \$20.00/ XXL \$35.00
Leather Muzzle	\$300.00

5.11 Gloves	\$62.00
3.5' Leather Leash	\$45.00
4' leather Leash	\$60.00
6' Leather Leash	\$70.00
10' Leather Leash	\$85.00
3.5' Nylon Leash	\$23.00
4' Nylon Leash	\$25.00
6' Nylon leash	\$40.00
15' Nylon Long Line	\$45.00
30' Nylon Long Line	\$50.00
50' Nylon Long Line	\$55.00
Long Line Pouch	\$55.00
SS Fur Saver	\$30.00
Black Fur Saver	\$40.00
Boss E- Collar	\$350.00
Buddy Bowl	\$35.00
Water Hole	\$12.00
Nutra-source Food	\$75.00
Fence Sign	\$20.00
Lixit	\$22.00
Mushers Secret	\$25.00
Starter Pistol	\$360.00

Ammo			\$25.00
Detection Kit			\$407.00
Scent Box	SM \$45	MED \$50	LG \$51.00
T-Shirt			\$25.00
Hat			\$28.50
Hoodie			\$42.00
SS Bowl			\$19.00
Indestructable Bone			\$40.00
Toy Jute Ball			\$30.00
Tugs (assorted)			\$20.00
Dog Outback Boots			\$85.00
Leather Sticks			\$45.00
K9 Storm Harness			\$320.00
Leather Harness			\$70.00
SS Pinch Collar			\$50.00
Black Pinch Collar			\$55.00
Flat Collar -K9 Tactical			\$65.00
Tie out chain			\$42.00
Breaker Bar			\$35.00
Breaker Bar Knife			\$95.00
T-Tug			\$20.00
Kong Pouch			\$20.00
Leather Hand Protector			\$155.00
PVC Hand Protector			\$135.00
Plastic Crate			\$50.00

subject to 7.75% sales CA Sales TAX

Price is Subject to change.

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6.

BUSINESS REFERENCE FORM

(Submit Form with Bid)
(Two Pages)

The foregoing information is being submitted to Los Angeles World Airports (LAWA) as part of the following:

Request for Bid (RFB) #:

RFB Title:

Reference Person's Name: Sat. Steve Williams	
Company Address: Los Angeles Sheriff's Dept. SEB 1060 N. Eastern Ave. Los Angeles CA 90063	
Telephone: 323-537-6547	Email address: sewillia@lasd.org
Project Date: doing business since 1995	
Role on the project: K9 Sgt.	
Description of Project: K9 training / K9 Imports / Equipment	

Reference Person's Name: Robert Fisher	
Company Address: Kern County Sheriff's Dept. 1350 Norris Rd. Bakersfield CA 93308	
Telephone: 760-223-3580	Email address: fisherr@kernsheriff.org
Project Date: doing business since 2005	
Role on the project: K9 handler	
Description of Project: K9 Training / K9 Imports / equipment	

Reference Person's Name: Kenneth Bubier	
Company Address: San Bernardino Sheriff's Dept. 18000 Institution Rd. San Bernardino CA 92407	
Telephone: 760-267-8140	Email address: kbubier@sbcasd.org
Project Date: Doing business since 1997	
Role on the project: K9 Handler	
Description of Project: K9 Training / K9 Imports / equipment	

Reference Person's Name: Aaron Harwick	
Company Address: Murrieta Police Dept. 2 Town Square Murrieta CA 92562	
Telephone: 951-836-8232	Email address: aharwick@murrieta.org
Project Date: Doing business since 1999	
Role on the project: K9 officer	
Description of Project: K9 Training / K9 Imports / equipment	

The undersigned hereby attests to the truth and accuracy of all statements, answers and representations made in this Business Reference Form, including all supplementary information attached hereto. The undersigned hereby authorizes LAWA, or its agents, to contact any appropriate third parties to verify the accuracy of the information provided herein. The undersigned affirms that he/she is a duly authorized representative of the proposing entity.

Date:	
(Name of Bidder/Respondent)	By: (Principal/Owner)



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Proposal

Adlerhorst International LLC

3951 Vernon Ave.

Jurupa Valley, California 92509

Tel: 951 685 2430

Fax: 951 685 3630

E-mail: office@adlerhorst.com

Proposal for Police Service Dog and Training

Thank you for your interest in Adlerhorst International LLC. We are a family owned business situated on 7½ acres in Western Riverside County, California.

Our principal owner/operators are Dave & Pip Reaver and Michael & Veronique Reaver.

Since 1976, we have provided quality Police Service Dogs to over 500 law enforcement agencies in the United States and several foreign countries. We have evolved into being one of the largest private Police Dog Schools in the world. During this era, we have introduced many theories and techniques that are considered industry standard.

After Dave Reaver completed his military service while participating in the K9 sport of Schutzhund and KNPV in Europe, Dave returned to the stateside.

Eventually, Dave purchased his first working line puppy, "Cora vom Adlerhorst ". He became a notable trainer and breeder of this super working line! He was gifted the kennel name, "Adlerhorst", by the German breeder of his beloved Cora, and her son Kai, who was instrumental in the startup of many police canine programs!

Instructor Staff

We offer an optimal combination of law enforcement and canine experience. All our staff has a minimum of 10 years' experience training police service dogs. Additionally, we have a continual training program for new instructors. Three of our instructors are former police canine supervisors and four are former handlers with law enforcement agencies. Our instructors are certified California P.O.S.T. evaluators, as well community college instructors.

Our training director, Michael Reaver, has over 35 years' experience both in the United States and in Europe training dogs; 35 of those years are police service dog training. He has a Lifetime Teaching Credential from the State of California with a specialty in Police Science

Service Dog Procurement

We are the innovators of procuring dogs with a strong genetic as well as a working background. From inception, we purchased dogs with a European working title, hips, backs and elbows x-rayed and a vet check done personally in Europe prior to shipping. We have a vehicle in Europe capable of transporting 17 dogs, as well as a trailer for an additional 10. We lease kennel facilities in Holland capable of holding 40 dogs.

Procurement trips are made every 6 weeks. Each dog is tested comprehensively by Michael Reaver. All European titled dogs are not equal. Our testing process is conducted on neutral turf, often in a building. Many European handlers / trainers consider our testing process the most comprehensive they have observed. The techniques and testing standards we introduced over the years have caused many European agencies to reassess their testing and procurement policies.

Because of our procurement methods, all our dogs are guaranteed against all congenital issues for 12 months, and performance guaranty for 12 months if handler and dog are being trained by Adlerhorst. 6-month performance guaranty for Agencies conducting their own basic handler courses (No money refund)

Training

- All our classes are community college credit classes sponsored by Santa Ana Community College.
- Currently we are the only presenter of a 24-hour California P.O.S.T. certified re-certification class.
- Our 240-hour basic patrol class is based on a comprehensive published standard. The program has been tested 50+ times in court with a 100% success rate! Graduate teams are guaranteed to meet any required National or International standard.
- Our detection classes include narcotics, explosive, arson and cadaver training. All licenses are in place from DEA and ATF, as well as a CHP license to transport explosives.
- We offer a 16-hour agitator class that not only teaches proper techniques but behavior theories as well. A limited advanced agitator class is available also.
- Additionally, we offer a monthly maintenance program either on site in Riverside or off site as required. Currently we train in multiple areas in California, as well as

Arizona, New Mexico and Texas. An informational brochure describing this service is on our web site.

7.



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www.Adlerhorst.com

. Business License

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 2006814

Legal Business Name:

Adlerhorst International LLC

Doing Business As (DBA) Name 1:

Adlerhorst International, LLC

Doing Business As (DBA) Name 2:

Adlerhorst International, LLC

Address:

3951 VERNON AVE

Jurupa Valley

CA 92509-2924

Email Address:

office@adlerhorst.com

Business Web Page:

www.adlerhorst.com

Business Phone Number:

951/685-2430

Business Fax Number:

951/685-3630

Business Types:

Service

Certification Type	Status	From	To
SB(Micro)	Approved	09/26/2023	09/30/2025
SB-PW	Approved	09/26/2023	09/30/2025

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

BUSINESS REGISTRATION CERTIFICATE # 01427**CITY OF JURUPA VALLEY**

The person, firm or corporation named below is hereby registered to engage in the business, profession, or trade described below in the City of Jurupa Valley for the period indicated. This certificate is issued pursuant and subject to all laws and ordinances which are applicable to the conduct of such business in the City of Jurupa Valley. Issuance of this certificate is not an endorsement, nor certification of compliance with applicable local, state and/or federal laws and ordinances. This certificate is issued without verification that the business is subject to or exempt from licensing by the State of California.



BUSINESS NAME: ADLERHORST INTERNATIONAL, LLC
BUSINESS LOCATION: 3951 VERNON AVE
JURUPA VALLEY, CA92509-2924
BUSINESS OWNER: DAVE REAVER
PHILLIPA REAVER

Expiration Date: May 03, 2025

Description: CANINE TRAINING
FACILITY

ADLERHORST INTERNATIONAL, LLC
3951 VERNON AVE
JURUPA VALLEY, CA92509-2924

**NOT TRANSFERABLE:
REPORT CHANGES OF ADDRESS,
OWNERSHIP, OR ACTIVITY.**

TO BE POSTED IN A CONSPICUOUS PLACE AT BUSINESS LOCATION

ADLERHORST INTERNATIONAL, LLC

Active Registration

Unique Entity ID:
QMK4KQ1VDRB1Doing Business As:
**ADLERHORST
INTERNATIONAL INC**Purpose of Registration:
All AwardsExpiration
Date**Jul 10, 2025**CAGE/NCAGE:
OZ7P9Physical Address:
**3951 VERNON AVE
RIVERSIDE, CA 92509-
2924 USA**

County of Riverside
DEPARTMENT OF ENVIRONMENTAL HEALTH
www.rivcoeh.org

Certified Unified Program Agency
HAZARDOUS MATERIALS MANAGEMENT PERMIT

AREA #: H01
DISTRICT #: H001**SITE ADDRESS:** 3951 Vernon Ave
Jurupa Valley, CA 92509**OWNER:** Dave Reaver
DBA: Adlerhorst International, LLC**EPA ID:**
FACILITY #: FA0027663
CERS ID: 10325575**MAILING ADDRESS:** Dave Reaver
3951 Vernon Ave
Jurupa Valley 92509**PERMIT ISSUANCE DATE:** 04/22/2024
PERMIT EXPIRATION DATE: 05/31/2025**Regulated Programs:****PR0037668 5130 - Level I**

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
SELLER'S PERMIT

September 01, 1984

ACCOUNT NUMBER

023768694 - 10000



Office of Control:
Riverside Office

NOTICE TO PERMITTEE:
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

ADLERHORST INTERNATIONAL INC.
3951 VERNON AVE
JURUPA VALLEY CA 92509-2924

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

For general tax questions, please call our Customer Service Center at 1-800-400-7115 (CRS:711).
For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or 1-916-324-2798.

CDTFA-442-R REV. 18 (5-18)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.cdtfa.ca.gov
- Visiting an office
- Attending a Basic Sales and Use Tax Law class offered at one of our offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (CRS:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee Administration (CDTFA)
- You are responsible for following the regulations set forth by the CDTFA

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes. The tax rate applicable to your sales or use may not necessarily correspond to the tax rate of your business address displayed on this permit. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a CDTFA office, or giving it to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

California Department of Tax and Fee Administration

Business Tax and Fee Division



STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**HAZARDOUS MATERIALS
TRANSPORTATION LICENSE**
CHP 360H (REV. 1/00) OPI 062

CONTROL NUMBER	LICENSE NUMBER	ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
272833	239977	8/7/2024	9/1/2024	8/31/2025
CHP CARRIER NUMBER	LOCATION	☐ Duplicate ☐ Initial	☐ Replacement ☒ Renewal	
CA 505073	840			

PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)

The original valid license must be kept at the licensee's place of business as indicated on the license and a legible copy must be carried in any vehicle or combination transporting hazardous materials and must be presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are otherwise no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 843-3400.

LICENSEE NAME AND PHYSICAL STATION ADDRESS (if different than below)

ADLERHORST INTERNATIONAL LLC
3951 VERNON AVE.
JURUPA VALLEY CA, US 92509

LICENSEE NAME AND MAILING ADDRESS

Attention: Veronique Reaver
ADLERHORST INTERNATIONAL LLC
3951 VERNON AVE.
JURUPA VALLEY CA, US 92509

This carrier is on the special routing/safe stopping place mailing lists as indicated below:

- ☐ (HMX) Explosives subject to Division 14, California Vehicle Code (CVC).
☐ (HMPH) Poison Inhalation Hazard materials in bulk packages subject to Division 14.3, CVC.
☐ (HMRCQ) Highway Route Controlled Quantity radioactive materials subject to Division 14.5, CVC.

Any person who dumps, spills, or causes the release of hazardous materials on a highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum fine for failure to make the appropriate notification is \$2,000.00. (CVC Section 23112.5)

Federal Explosives License/Permit (18 U.S.C. Chapter 40)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number

9-CA-065-33-7G-02395

Expiration
Date

July 1, 2027

Chief, Federal Explosives Licensing Center (FELC)

Name

ADLERHORST INTERNATIONAL LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

3951 VERNON AVE
JURUPA VALLEY, CA 92509

Type of License or Permit

33-USER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist in the transfer of or explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FELC. Certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

ADLERHORST INTERNATIONAL LLC
3951 VERNON AVE
JURUPA VALLEY, CA 92509-

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Previous Edition is Obsolete

ADLERHORST INTERNATIONAL LLC-3951 VERNON AVE-92509-9-CA-065-33-7G-02395-July 1, 2027-33-USER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: ADLERHORST INTERNATIONAL LLC

Business Name:

License/Permit Number: 9-CA-065-33-7G-02395

License/Permit Type: 33-USER OF EXPLOSIVES

Expiration: July 1, 2027

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center (FELC)
www.atf.gov

Federal Explosives Licensing Center
244 Needy Road 07/15/2024
Martinsburg, West Virginia 25405
telephone: (877)283-3352 fax: (304)616-4401

NOTICE OF CLEARANCE

for individuals transporting, shipping, receiving, or possessing explosive materials.

ISSUED TO: ADLERHORST INTERNATIONAL LLC

Federal Explosives license/permit no.: 9-CA-065-33-7G-02395

NOTICE DATE: 07/15/2024

Expiration Date: July 1, 2027

Explosives License/Permit Type: 33-USER OF EXPLOSIVES

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

- WARNING.** Only those individuals listed below as RESPONSIBLE PERSONS and EMPLOYEE POSSESSORS with a background clearance status of "CLEARED" or "PENDING" are authorized to transport, ship, receive, or possess explosive materials in the course of employment with you.
- "DENIED" STATUS.** If an employee possessor has a background clearance status of "DENIED", you MUST take immediate steps to remove the employee from a position requiring the transporting, shipping, receiving, or possessing of explosive materials. Also, if the employee has been listed as a person authorized to accept delivery of explosive materials, you MUST remove the employee from such list and immediately, and in no event later than the second business day after such change, notify distributors of such change, as stated in 27 CFR 555.33(a).
- CHANGE IN RESPONSIBLE PERSONS.** You MUST report any change in responsible persons to the Chief, Federal Explosives Licensing Center, within 30 days of the change and new responsible persons MUST include "appropriate identifying information" as defined in 27 CFR 555.11. Fingerprints and photos are NOT required, however they will be required upon renewal of the license or permit.
- CHANGE OF EMPLOYEES.** You MUST report any change of employee/possessors to the Chief, FELC, within 30 days. Reports relating to newly hired employees must be submitted on ATF Form 5400.28 for EACH employee.

Premises Address: 3951 VERNON AVE
JURUPA VALLEY, CA 92509

Mailing Address:
ADLERHORST INTERNATIONAL LLC
3951 VERNON AVE
JURUPA VALLEY, CA 92509

This 'Notice of Clearance' is provided to you as required by 18 U.S.C. 843(h) and MUST be retained as part of your permanent records and be made available for examination or inspection by ATF officers as required by 27 CFR 555.121. If you receive a Notice subsequent to this Notice, this Notice will no longer be valid.

In accordance with 27 CFR 555.33, Background Checks and Clearances, and 27 CFR 555.57, Change of Control, Change in Responsible Persons, and Change of Employees, ATF's Federal Explosives Licensing Center (FELC) has conducted background checks on the individual(s) you identified as a responsible person(s) and an employee/possessor(s) on your application, or reported after the issuance of your license/permit.

The following is a SUMMARY of the results of the background checks conducted on the individuals you reported as responsible persons and employee/possessors. ATF will be notifying ALL individuals listed on this document of their respective status by separate letter mailed to their residence address.

PLEASE BE ADVISED THAT IT IS UNLAWFUL FOR ANY PERSON REFLECTING A STATUS OF "DENIED" TO TRANSPORT, SHIP, RECEIVE, OR POSSESS EXPLOSIVE MATERIALS.

Please carefully review this Notice to ensure that all the information is accurate. If this Notice is incorrect, please return the Notice to the Chief, FELC, with a statement showing the nature of the error(s). The Chief, FELC, shall correct the error, and return a corrected Notice.

Number of RESPONSIBLE PERSON(S) : 1
Number of EMPLOYEE POSSESSOR(S) : 0

LAST NAME, First Name, Middle Name

RESPONSIBLE PERSONS:

0001 REAVER, MICHAEL JAMES

EMPLOYEE POSSESSORS:

Clearance Status

1

Cleared

0

continued

LAST NAME, First Name, Middle Name

Clearance Status

**COUNTY OF RIVERSIDE
DEPARTMENT OF ANIMAL SERVICES
KENNEL / CATTERY RENEWAL INSPECTION**

KEN 4 002

Name of Applicant:	David Keaver		Permit #	K24-095154	
Mailing Address:	3951 Vernon Ave		Jurupa Valley	CA	92509
Kennel Name:	Adlerhorst International				
Kennel Address:	3951 Vernon Ave		Jurupa Valley	CA	92509
Telephone:	Home	951 1685-2444	Work	951 1685-2444	

Max # of Dogs:	41+	Cats:	
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Permit Issue Date:	7/9/24	Permit Expiration Date:	8/28/26
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\$	900.00	Cash/Money Order #		or Check #	4309
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For a	2	year(s) license + Late Fee \$	0	= Total \$	900.00	Received By:	AGCarrado
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Number of:	Kennel Dogs:	27	Board Dogs:	3	Personal Dogs:	
Puppies:	Cattery Cats:		Board Cats:		Personal Cats:	1
Condition of Animals:	Satisfactory:	☒	Unsatisfactory:		Other:	

Comments:	
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Number of rabies vaccination certificates:	Dogs	30	Cats		Other		Specify	
--	------	----	------	--	-------	--	---------	--

Name / Exp.	Name / Exp.	Name / Exp.	Name / Exp.

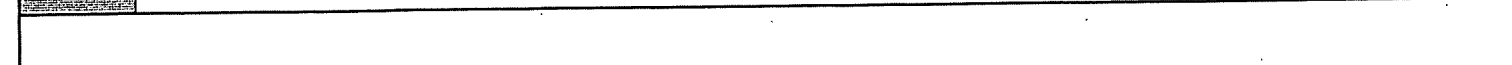


Condition of Kennels:	Clean:	☒	Vectors:		Exercise Areas:		Potable Water:	
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Comments / Denials / Corrections to be made, etc.:	
--	--



Remarks:	
----------	--



Inspected By:	P. J. ...	ID#:	24	Date:	8-23-24
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Signature of Kennel / Cattery Owner / Operator:	<i>[Signature]</i>	Date:	8/23/24
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INTERNATIONAL POLICE CANINE ASSOCIATION
CERTIFICATE OF MEMBERSHIP

ADLERHORST INTERNATIONAL

The above company is a corporate member of the IPCA (International Police Canine Association).

ROB HAVICE/IPCA PRESIDENT

IN DOG WE TRUST
2024



State of California
Department of Justice
Bureau of Firearms

CERTIFICATE OF ELIGIBILITY

Number: 13554

Issued To:

Paul Matthew Western

This is to certify that the Department of Justice, Bureau of Firearms has completed a firearms eligibility check on the above named individual. As of the date of issue, there is nothing that would prohibit the individual from acquiring or possessing a firearm.

Date of Issue: December 23, 2024 Expiration Date: December 22, 2025

Signature of Issuing Officer _____



State of California
Department of Justice
Bureau of Firearms

CERTIFICATE OF ELIGIBILITY

Number: 66719

Issued To:

Michele Lynn Estrada

This is to certify that the Department of Justice Bureau of Firearms has completed a firearms eligibility check on the above named individual. As of the date of issuance, there is nothing that would prohibit the individual from holding a non-renewing firearm.

Date of Issue: March 19, 2024 Expiration Date: March 18, 2025

Signature of Issuing Officer



DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
PA0232520	06-30-2025	\$296
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
1,2,N, 3	CANINE HANDLER	05-06-2024
ADLERHORST INTERNATIONAL LLC 3951 VERNON AVE JURUPA VALLEY, GA 925092924		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

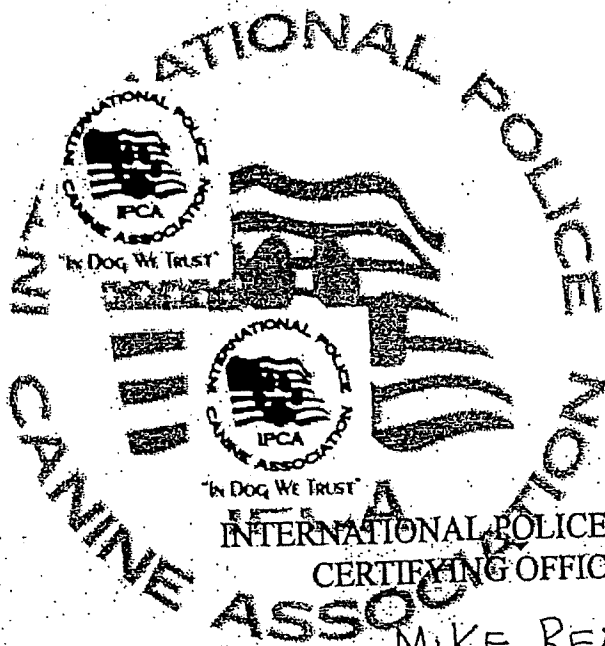
CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
PA0232520	06-30-2025	\$296
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
1,2,N, 3	CANINE HANDLER	05-06-2024
ADLERHORST INTERNATIONAL LLC 3951 VERNON AVE JURUPA VALLEY, GA 925092924		

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

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Form DEA-223 (9/2016)



IPCA

INTERNATIONAL POLICE CANINE ASSOCIATION
CERTIFYING OFFICIAL CERTIFICATE

MIKE REAVER

Certifying Official

The above person has been appointed by the IPCA (International Police Canine Association) to be a certifying official.

4/19/2024

Date

President IPCA Signature

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

Adlerhorst International LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3951 Vernon Ave.

6 City, state, and ZIP code

Jurupa Valley Ca 92509

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

3 3 - 0 0 5 7 3 1 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

4/14/2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Local Business Affidavit

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

Definition of Local Business

A local business shall mean a business concern, consultant or contractor that meets the following requirements:

1. Have fixed offices located within the geographical boundaries of Riverside County.
2. Be authorized to perform business within the County, and in doing so, credit all sales tax from sales generated within Riverside County to the County.
3. Have at least fifty-one percent (51%) of all employees physically located in and performing business out of said local office.
4. Have a Riverside County business street address, which shall be open with established business hours.
5. Establish proof that it has been located and doing business in Riverside County for at least six (6) months preceding its certification to the County as a local business.

The supporting documentation to be provided along with this form and your response to this RFP/Q includes:

1. **A copy of current BOE 531-A and/or BOE 530-C form** (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e., Counties, Cities).
2. **A current business license** if required for the political jurisdiction the business is located.
3. **Proof of the current business address and 51% of employees performing business out of said office.** The local business needs to be operating from a functional office that is staffed with 51% of the company's employees, during established business hours.

Business Name: Adlerhorst International LLC

Physical Address: 3951 Vernon ave. Yuropa Valley ca 92509

Phone: 951 605 2430 FAX: 951 605 3630 E-Mail: office@adlerhorst.com

Length of time at this location: 1976 Number of Company Employees at this address: 1

If less than 6 months, list previous
Riverside County location: _____

Business License # (where applicable): 01427 Jurisdiction: Riverside County

Established Hours of Operation: Mon - Fri 8AM - 4PM

Primary function of this location (i.e., sales, distribution, production, corporate, etc.): _____

Police K9 Academy, K9 Sale, K9 Training, K9 equipment Sale

[Signature]
Signature of Company Official

4/17/2025
Date

Submittal of false data will result in disqualification of Local Preference and/or doing business with Riverside County. Additional information about the application of these preferences can be found in Board Policy B-34 (<https://www.rivcocob.org/wp-content/uploads/2019/06/POLICY-B34.Revised.05-21-19.pdf>).

Veteran, Active Duty and/or National Guard Business Affidavit

The County of Riverside Veteran, National Guard, and/or Active-Duty Business Preferences may be applied to this Request for Proposal/Quotation. If you qualify for any of these preferences, please submit this form along with your response to this RFP/Q.

Definitions of Veteran, National Guard, and/or Active-Duty Businesses

Please check the category you are applying for:

☐ **A Service-Disabled Veteran-Owned Business (SDVOB) shall mean a business concern, consultant or contractor that is at least 51 percent directly and unconditionally owned and controlled by a combination of one or more service-disabled veteran(s).** A service-disabled veteran is a person who served on active duty with the Army, Air Force, Navy, Marine Corps, or Coast Guard, Federal Reservists, or National Guard and who possesses either a disability rating letter issued by VA establishing a service-connected rating between 0 and 100 percent, or a disability determination from the Department of Defense.

☐ **A Veteran-Owned Business (VOB) shall mean a business concern, consultant or contractor that is at least 51 percent directly and unconditionally owned and controlled by a combination of one or more veteran(s).** A veteran is a person who served on active duty with the Army, Air Force, Navy, Marine Corps, or Coast Guard for any length of time and who was discharged or released under conditions other than dishonorable. Federal Reservists or members of the National Guard called to federal active duty, as well as Federal Reservists or National Guard members who have completed twenty (20) years of service and are eligible to receive Reserve component retirement, also qualify as veterans.

☐ **A National Guard and Federal Reserve Veteran-Owned Business shall mean a business concern, consultant or contractor is at least 51 percent directly and unconditionally owned and controlled by a combination of one or more National Guard or Federal Reservist veteran(s).** Federal Reservists or National Guard veteran is a member who served honorably in the Reserves or National Guard but has no active-duty time other than for training purposes only.

☐ **An Active member of the U.S. Armed Forces, National Guard or Federal Reservist-Owned Business shall mean a business concern, consultant or contractor that is at least 51 percent directly and unconditionally owned and controlled by a combination of one or more active members of the U.S. Armed Forces, National Guard or Federal Reservist(s).** An active member is a person who is a current member of the U.S. Armed Forces serving on active duty or who is a current member of the National Guard or Federal Reserve forces serving on Title 10 or Title 32 active duty or current members of the National Guard and Reserve forces.

☐ **A Veteran-Qualified Business (VQB) shall mean a business concern, consultant or contractor that maintains a workforce in which no less than 10% of its total are veteran employees.** A veteran is a person who served on active duty with the Army, Air Force, Navy, Marine Corps, or Coast Guard for any length of time and who was discharged or released under conditions other than dishonorable. Federal Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in the line of duty or while in training status, as well as Federal Reservists or National Guard members who have completed twenty (20) years of service and are eligible to receive Reserve component retirement, also qualify as veterans.

The supporting documentation to be provided along with this form and your response to this RFP/Q includes:

SDVOB, VOB, VQB Business

1. A valid DD Form 214 (long form) or NGB Form 22 along with a VA disability rating letter for each veteran owner(s) to establish confirmation of military service and discharge status. National Guard members and Federal Reservists with twenty (20) years or more service shall provide a copy of retirement orders or Military identification card showing retired status from the reserves

National Guard and Federal Reserve Veteran-Owned Business

1. A valid NGB Form 22 for each National Guard veteran owner(s) to establish confirmation of service. A valid DD Form 214 (long form) and an honorable discharge certificate for each Federal Reservist veteran owner(s) to establish confirmation of service.

Active members of the U.S. Armed Forces, National Guard or Federal Reservist-Owned Business

1. Proof of service orders or military ID card showing active Reserve, National Guard or Active-Duty status in the U.S. Armed Forces.

Business Name: Adlerhorst International LLC
Physical Address: 3957 Vernon Ave, Yuropo Valley ca 92509
Phone: 951 685 2430 FAX: 951 685 3670 E-Mail: Office @ adlerhorst.com
Names of Veteran or Active Duty Owner(s) and their ownership percentage (if applicable): _____

Total Number of Company Employees (if applicable): 15 Total Number of Veteran Employees: _____

DUNS # (where applicable): _____

Hours of Operation: Mon-Fri 8:00AM - 4:00PM

Signature of Company Official _____

Date

4/17/2025

Submittal of false data will result in disqualification of Veteran Preference and/or doing business with Riverside County. Additional information about the application of these preferences can be found in Board Policy B-34 (<https://www.rivcocob.org/wp-content/uploads/2019/06/POLICY-B34.Revised.05-21-19.pdf>).

Small Business Affidavit

The County of Riverside Small Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

Definition of Small Business

A small business shall mean a business concern, consultant or contractor that meets the following requirements:

6. Be independently owned and operated.
7. Not be nationally dominant in its field of operation.
8. Operate primarily within the U.S. and make contributions to the U.S. economy through payment of applicable local, state, and federal taxes.
9. Meet size standards established by the U.S. Small Business Administration which specifies firm size by North American Industrial Classification System (NAICS) codes.

The supporting documentation to be provided along with this form and your response to this RFP/Q includes:

4. **Proof of payment of applicable local, state, and federal taxes.**
5. **A current business license** if required for the political jurisdiction the business is located.
6. **Proof of annual business revenue and number of company employees.**

Business Name: Adlerhorst International LLC
Physical Address: 3951 Vernon ave, Yuropo Valley ca 92509
Phone: 951 685 2430 FAX: 951 685 3630 E-Mail: office@adlerhorst.com
Number of Company Employees: 15 Annual Revenue: 3 million
NAICS Code(s): 812910, 861990
Business License # (where applicable) 01427 Jurisdiction Riverside County
Established Hours of Operation: Mon - Fri 8AM - 4pm

Signature of Company Official [Signature] Date 4/17/2025

Submittal of false data will result in disqualification of Veteran Preference and/or doing business with Riverside County. Additional information about the application of these preferences can be found in Board Policy B-34 (<https://www.rivcocob.org/wp-content/uploads/2019/06/POLICY-B34.Revised.05-21-19.pdf>).

Iran Contracting Act

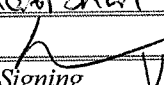
IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed) Adlerhorst International LLC		Federal ID Number (or n/a) 33-005-7314
By (Authorized Signature) 		
Printed Name and Title of Person Signing Veonique Reaver V.P.		
Date Executed 4/17/2025	Executed in Riverside Ranby Ca.	

OPTION #2 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed

Compliance with Economic Sanctions with Russia

**COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE
(Bidders)**

Prior to bidding on, submitting a proposal, or executing a contract, a contractor must certify: 1) it is not a target of economic sanctions and 2) in compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

To comply with this requirement, please insert the contractor's name and Federal ID Number (if available), complete the information described below and execute by an authorized representative of the contractor.

CERTIFICATION

I, the authorized representative for contractor named below, certify I am duly authorized to execute this certification on behalf of the contractor below, and the contractor identified below has conducted a good faith review of existing contracts. I attest that the contractor is not a target of economic sanctions, and that contractor is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022, and under state law, if any.

Contractor Name (Printed)		Federal ID Number (or n/a)
Adlerhorst International LLC		33-005-7314
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Vernique Reaver Reaver V.P.		
Date		
4/17/2025		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/16/2025

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 Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Adlerhorst International, LLC 3951 Vernon Ave Riverside CA 92509		INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Company, Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 42376	

COVERAGES**CERTIFICATE NUMBER:** 4255567**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 ☒ Y N/A N	N/A	N	TWC4457691	07/01/2024	07/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Riverside County Sheriff's Department, Attn: Accounting and Finance 3450 14th St Suite 420 Riverside CA 92501	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
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AmTrust North America, Inc.
Technology Insurance Company, Inc.
800 Superior Avenue East, 21st Floor
Cleveland, OH 44114

PAYO Net Rate Schedule

Payroll Company:
ADP Insurance Services
One ADP Blvd, MS 325
Roseland NJ 70680

Payroll Co Phone: (973)712-3500
Payroll Co Email: SBS_Insurance@adp.com
Payroll Co ID#: 5

Print Date: 7/3/2024

Agency Phone: (800) 524-7024
Agent ID#: 19999

Insured Contact: Veronique Reaver
Insured Phone: 9516852430
Insured Email: office@adlerhorst.com

Policy	Insured	Fein	New/Renew Effective	Expiration	Agent
TWC4457691	Adlerhorst International, LLC	330057314	New	7/1/2024	7/1/2025
	Eff Date	State	Class	Classification	ADP Insurance Services - Allentown
	7/1/2024	CA	8810	CLERICAL OFFICE EMPLOYEES — N.O.C —	Net Rate
	7/1/2024	CA	8831	Non-Governing Class	0.005483
				Kennels	0.022489

Type: E
Description: Blanket waiver of subrogation is added to the policy.
Adding form(s): WC990001E_Class WC990001E_PmtSched

[PolicyListPayoByPayrollCo]



CERTIFICATE OF LIABILITY INSURANCE

ADLER-1 OP ID: RORO

DATE (MM/DD/YYYY)

04/16/2025

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 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 Loomis Insurance Services PO BOX 3128 Riverside, CA 92519 Michael J Runner	CONTACT NAME: Roberta R Rosas	
	PHONE (A/C, No, Ext): 951-685-7478	FAX (A/C, No): 951-685-0665
	E-MAIL ADDRESS: rrosas@loomis4insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Northfield Insurance Company	27987
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED Adlerhorst International, LLC 3951 Vernon Avenue Riverside, CA 92509	
--	--

COVERAGES**CERTIFICATE NUMBER:****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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	WS615093	08/08/2024	08/08/2025	EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ EXCLUDED
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					
	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Riverside County Sheriff's Department is named as Additional Insured as required by written contract with respect to the general liability for the Named Insured. Coverage is Primary & Non-Contributory when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Riverside County Sheriff's
Dept - Riverside County
Purchasing& Fleet Svcs
3450 14th Street, Ste. 420
Riverside, CA 92501

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

Roberta R. Rosas

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(NON-CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an Insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect;
- b. If, and only to the extent that, the injury or damage is caused by your acts or omissions in the performance of your ongoing operations to which that written contract or agreement applies or by the acts or omissions of any person or organization performing such ongoing operations on your behalf; and

- c. Subject to the following limitations and conditions on the insurance provided to such additional insured:

(1) If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in **SECTION III - LIMITS OF INSURANCE**.

(2) The insurance provided to such additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if the written contract or agreement requires that the insurance provided under this Coverage Part apply on a primary basis or a primary and non-contributory basis, then this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that other insurance. But, the insurance provided to the additional insured still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such other insurance.

(3) The insurance provided to such additional insured does not apply to:

- (a) Any person or organization for which coverage as an additional insured specifically is scheduled by attachment of an endorsement under this Coverage Part, or for whom you have purchased an Owners And Contractors Protective Liability policy;
- (b) Any person or organization who distributes or sells "your products" in the regular course of that person's or organization's business with respect to liability arising out of "your products";
- (c) Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such product with respect to liability arising out of "your products";
- (d) Any premises owner, manager or lessor with respect to liability arising out of the ownership, maintenance, or use of that part of any premises leased to you;

- (e) Any equipment lessor with respect to liability arising out of the maintenance, operation or use of equipment leased to you by such equipment lessor;
 - (f) The independent acts or omissions of such additional insured; or
 - (g) "Bodily injury" or "property damage" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (i) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (ii) Supervisory, inspection, architectural or engineering activities.
- (4) The additional insured must comply with the following duties:
- (a) Give us written notice as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, such notice should include:
 - (i) How, when and where the "occurrence" took place;
 - (ii) The names and addresses of any injured persons and witnesses; and
 - (iii) The nature and location of any injury or damage arising out of the "occurrence".
 - (b) If a claim is made or "suit" is brought against the additional insured:
 - (i) Immediately record the specifics of the claim or "suit" and the date received; and
 - (ii) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - (c) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - (d) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to the additional insured is primary to other insurance available to the additional insured which covers that person or organization as a named insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSURED
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR – DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO – COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

VI. FELLOW EMPLOYEE COVERAGE:

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
 - (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
 - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightningSubject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
- a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

XII. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

- 1. If the applicable Business Auto deductible is the smallest, it will be waived; or
- 2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
- 3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if; is replaced by the following:

e. Anywhere in the world if:

- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/16/2025

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	CONTACT NAME: Beatriz Udave
Kellogg & Moreland Agency, Inc. DBA	PHONE (A/C, No, Ext): (909) 792-8950
Arroyo Insurance Services	FAX (A/C, No): (909) 792-2030
1654 Plum Lane	E-MAIL ADDRESS: beatrizu@arroyoins.com
Redlands CA 92374-4532	INSURER(S) AFFORDING COVERAGE
	INSURER A: California Automobile Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED ADLERHORST INTERNATIONAL LLC
3951 Vernon Ave
Jurupa Valley CA 92509-2924

COVERAGES CERTIFICATE NUMBER: 24/25 AUTO 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
A	AUTOMOBILE LIABILITY			BA040000075157	08/29/2024	08/29/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☒ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							Broadened Coverage \$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification Of Insurance

CERTIFICATE HOLDER

CANCELLATION

Riverside County Sheriff's Department
Riverside County Purchasing & Fleet Services
3450 14th Street, Suite 420

Riverside

CA 92501

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

Beatriz Udave

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSURED
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR – DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO – COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

VI. FELLOW EMPLOYEE COVERAGE:

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
 - (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
 - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightningSubject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

XII. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

- 1. If the applicable Business Auto deductible is the smallest, it will be waived; or
- 2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
- 3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if; is replaced by the following:

e. Anywhere in the world if:

- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.



ITEM # 24

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

**SUBJECT: AUTHORIZE AN INCREASE TO THE PURCHASING AMOUNT FOR
DELL MARKETING LP AND CPACINC FOR FISCAL YEAR 2025-26**

DATE: October 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize a purchasing amount of \$100,000 to Dell Marketing LP for purchases during Fiscal Year 2025-26 utilizing NASPO Master Agreement 23026, as authorized by Montebello Municipal Code Section 3.20.050(F) - Cooperative Purchase; and
2. Authorize a purchasing amount of \$100,000 to CPACinc for purchases during Fiscal Year 2025-26 utilizing OMNIA Partners Contract #R250307 with TD Synnex Corporation, as authorized by Montebello Municipal Code Section 3.20.050(F) - Cooperative Purchase; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Information Technology Division (DoIT) utilizes Dell Marketing LP (Dell) and CPACinc. (CPAC) for equipment purchases such as laptops, webcams, speakers, keyboard/mouse combos, monitors, servers, and network switches for various departments within the City.

The City frequently reaches the \$50,000 annual spending limit and requires City Council approval to make additional purchases. In order to avoid disruption of services, DoIT Staff are requesting authority of up to \$100,000 for both CPAC and Dell to continue purchasing supplies/equipment for the remainder of Fiscal Year 2025-26. No budget appropriations are required, as each department will continue to use its existing approved budget for these purchases.

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 8, 2025

Page 2 of 3

The purchases will be made utilizing the exception allowed per Montebello Municipal Code, Section 3.20.050(F) - Cooperative Purchase:

Section 3.20.050(F) - Purchases for goods and/or services that are identical or nearly identical in scope to the goods and/or services listed in any valid, current and competitively bid cooperative governmental purchase program.

The City has membership with various cooperative purchase entities and will be using a contact through NASPO Master Agreement 23026 (Attachment A) for the procurement of Dell products and OMNIA Partners Contract #R250307 (Attachment B) with TD Synnex Corporation to procurement software provided by CPAC.

BACKGROUND/DISCUSSION:

The City's Information Technology Division (DoIT) manages all Dell and CPAC purchase orders on behalf of all City departments. Essential technology equipment such as desktops, laptops, webcams, speakers, keyboard/mouse combos, monitors, servers, switches, and other related accessories that support operational efficiency and service delivery are provided by Dell, whereas vital software for DoIT's daily operations, including Managed Engine, Endpoint Central and AD Self Service, are provided by CPAC.

Requests and purchases are frequently made by City departments when new staff are onboarded, and bulk orders are made for programs to support the Fire Academy, EOC operations, and Transit operations. Additionally, the IT Division procures Panasonic Toughbooks and vehicle docks for the Police Department, Fire Department and Code Enforcement Division through CPAC. Departments submit their equipment needs or requests to DoIT for review, who then open purchase orders for Dell or CPAC as needed to maintain an organized and efficient purchasing process.

The City is requesting additional purchasing authority up to \$100,000 for FY 2025-26 for Dell due to the cost savings on technological equipment purchases and its compatibility with a wide range of hardware and software. Pricing is often significantly lower for the needed equipment when purchased directly from Dell, and the vendor provides next-day delivery at no additional cost. Additionally, hardware purchases made through Dell include a three (3)-year on-site, next-day warranty by default. Dell's wide variety of items and access to discounted software make it a cost-effective and reliable option.

Similarly, the City is requesting the additional purchasing authority up to \$100,000 for FY 2025-26 for CPAC as they have consistently provided the most competitive resale pricing for essential hardware and software that is vital for the function of all City Departments.

A cooperative purchasing contract through the National Association of State Procurement Officials (NASPO) is utilized for purchases with Dell (Attachment A). NASPO offers competitively bid contracts which meet or exceed local purchasing requirements for use by the public sector. The City is eligible to utilize pre-negotiated pricing through their publicly vetted agreement with Dell. Therefore, purchases do not require quotes — per Municipal Code Chapter 3.20.050(F) -- which allows for purchases to be made through

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 8, 2025

Page 3 of 3

cooperative purchasing programs. In a similar fashion, a cooperative purchasing agreement through Omnia Partners (Omnia) (Attachment B) is utilized for all purchases with CPAC. Cooperative contract purchasing opportunities save participating agencies time and money for procurement of needed equipment and services.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council authorize the purchasing amount of \$100,000 to Dell Market LP and \$100,000 to CPACinc for purchases during Fiscal Year 2025-26 utilizing cooperative purchase contracts through NASPO Master Agreement 23026 (Attachment A) for the procurement of Dell products and OMNIA Partners Contract #R250307 (Attachment B) with TD Synnex Corporation to procurement software provided by CPAC. MMC Section 3.20.050(F) - Cooperative Purchase allows for the use of these competitively bid contracts to purchase the various information technology equipment and software.

ATTACHMENT(S)

1. Attachment A - Dell Marketing NASPO Agreement
2. Attachment B - CPACINC Omnia Partners Agreement

AMENDMENT NO. 2 TO NASPO MASTER AGREEMENT 23026

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and Dell Marketing, L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 (“Contractor”).

WHEREAS, the State has an agreement with the Contractor identified as NASPO Master Agreement 23026, July 14, 2023, through June 30, 2025 (“Master Agreement”), to provide Computer Equipment, Peripherals, & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Master Agreement allow the State to amend the Master Agreement as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Master Agreement.

NOW, THEREFORE, it is agreed by the parties to amend the Master Agreement as follows:

1. That Master Agreement 23026 is extended to June 30, 2026, at the same terms, conditions, and pricing.

This Amendment is effective beginning June 30, 2025, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Master Agreement is canceled, whichever occurs first.

Except as herein amended, the provisions of the Master Agreement between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING, L.P. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances. Signed by: _____ By: <u>Katherine Castillo</u> Signature: EF23302D0B4B8... <u>Katherine Castillo</u> Printed Name Title: <u>ParaLegal Advisor</u> Date: <u>3/31/2025</u>	2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3. DocuSigned by: _____ By: <u>Elizabeth M. Randa</u> Signature: 742DE739C8ED492... <u>Elizabeth M. Randa</u> Printed Name Title: <u>Acquisition Management Specialist</u> Date: <u>3/31/2025</u> 3. COMMISSIONER OF ADMINISTRATION Or delegated representative. DocuSigned by: _____ By: <u>Luke Jannett</u> Signature: 8266C0BD8EF44DE... <u>Luke Jannett</u> Printed Name Title: <u>Acquisitions Manager</u> Date: <u>3/31/2025</u>
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ASSIGNMENT OF NASPO MASTER AGREEMENT 23004

This Assignment Agreement is by and among the State of Minnesota, acting through its Commissioner of Administration (State), Dell Inc., One Dell Way, Round Rock, TX 78682 (Original Contractor), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 (Assigned Contractor).

WHEREAS, the State has an agreement with the Original Contractor identified as Contract 23004, effective July 14, 2023, through June 30, 2025 (Contract), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, the Original Contractor wishes to assign all its interests in the Contract to the Assigned Contractor; and

WHEREAS, the assignment provision of the Contract provides assignment of the agreement only upon written consent of the State.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. The Assigned Contractor is assigned Contract 23026 to accommodate participating addenda under the Master Agreement.
2. This Assignment Agreement will become effective upon its approval and execution by the parties and approval of the appropriate State officials, pursuant to Minn. Stat. § 16C.05, subd. 2.
3. The State hereby approves the request of the Original Contractor to assign the Assigned Contractor all its interests, rights, and responsibilities, duties, and other provisions set forth in the Contract, which is attached and incorporated as Exhibit A, provided the Original Contractor and the Assigned Contractor agree to all provisions set forth in this Assignment Agreement.
4. Representations and Warranties:
 - a. The Original Contractor represents and warrants to the State that it is not in default of any of its obligations under the Contract.
 - b. The Assigned Contractor represents and warrants to the State that: (i) as of the effective date of this Assignment Agreement, the Assigned Contractor will have received sufficient information, right to technology, and key personnel sufficient to properly perform the duties, responsibilities, obligations, and all other provisions assigned to it, and (ii) the Assigned Contractor is ready, willing, and able to perform all of the duties, obligations, and responsibilities of the Contract.
 - c. The representations and warranties set forth in this Section 4 are for the sole benefit of the State and its permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity (including the Original Contractor and the Assigned Contractor) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment Agreement.
5. The Assigned Contractor accepts assignment of all of the provisions of the Contract.
6. Any and all amounts due to the Original Contractor by a Participating Entity for goods or services provided by the Original Contractor prior to July 14, 2023, under the Contract will be paid to the Original Contractor by the Participating Entity. Any and all amounts due under the Contract on or after July 14, 2023, will be paid to the Assigned Contractor by the Participating Entity and the Original Contractor.
7. When applicable, payment for remaining work and travel expenses from the Contract will be paid at the rates set in the Contract. The amount to be paid to the Assigned Contractor will not exceed the Contract's total costs, minus the

total payments made to the Original Contractor.

8. If applicable, the Assigned Contractor will provide proof of insurance with the coverage and in the amounts called for in the original solicitation document, attached herein.
9. If applicable, the Assigned Contractor will provide a copy of its Affirmative Action Certification as approved by the Minnesota Department of Human Rights.
10. If applicable, the Assigned Contractor will provide a copy of its Equal Pay Certification as approved by the Minnesota Department of Human Rights.

This Assignment Agreement is effective upon the date that the final required signatures are obtained.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed intending to be bound thereby.

1. ORIGINAL CONTRACTOR

Dell Inc.

The Original Contract Vendor certifies that the appropriate person(s) have executed this document on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:

By: Christopher Alan Garcia
ECE99192885E4FE...
 Christopher Alan Garcia
Printed Name

Title: Asst. Corp Secretary & SVP Legal

Date: 9/7/2023

By: _____

Title: _____

Date: _____

3. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. §16C.03, Subd. 3.

DocuSigned by:

By: Elizabeth M. Randa
742DE739C8ED492...
 Elizabeth M. Randa
Printed Name

Title: Acquisition Management Specialist

Date: 9/7/2023

2. ASSIGNED CONTRACTOR

Dell Marketing L.P.

The Assigned Contract Vendor certifies that the appropriate person(s) have executed the Contract on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:

By: Katherine Castillo
8DEF23302D0B4B8...
 Katherine Castillo
Printed Name

Title: ParaLegal Advisor

Date: 9/7/2023

By: _____

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

DocuSigned by:

By: Andy Doran
68D02A26D7604BA...
 Andy Doran
Printed Name

Title: IT Acquisitions Supervisor

Date: 9/7/2023

EXHIBIT A: CONTRACT

Attached and incorporated into Exhibit A is the following document(s):

- NASPO Master Agreement 23004.



NASPO ValuePoint Master Agreement No.: 23004

This Contract is between the State of Minnesota, acting through its Commissioner of Administration (“Lead State”) and Dell Inc., whose designated business address is One Dell Way, Round Rock, TX 78682 (“Contractor”). State and Contractor may be referred to jointly as “Parties.”

Recitals

1. The State of Minnesota, Department of Administration, Office of State Procurement, on behalf of the State of Minnesota and NASPO ValuePoint Cooperative Procurement Program (“NASPO ValuePoint”) issued a solicitation to establish Minnesota NASPO ValuePoint Master Agreement(s) (“Contract”) with qualified manufacturers for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services);
2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract; and
4. All authorized governmental entities in any state or participating US Territory are welcome to use the resulting Master Agreement through NASPO ValuePoint with the approval of the State Chief Procurement Official. Upon final award of the overarching Master Agreement, Contractors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add state specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- a. Effective date. July 1, 2023, or the date the Lead State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- b. Expiration date. June 30, 2025. This Master Agreement may be extended for up to an additional 36 months, in increments as determined by the Lead State, through a duly executed amendment.
- c. If, in the judgment of the Lead State, a follow-on, competitive procurement will be unavoidably delayed beyond the planned date of execution of the follow-on master agreement, this Master Agreement may be extended for a reasonable period of time, not to exceed six months. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

2. **Representations and Warranties**

- a. Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the Lead State is empowered to engage such assistance as deemed necessary.
- b. Contractor warrants that it is duly qualified and shall perform its obligations under this Master Agreement in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor’s industry, trade, or profession, and in accordance with the specifications set forth in this Master Agreement, to the satisfaction of the Lead State.
- c. Contractor warrants that it possesses the legal authority to enter into this Master Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Master Agreement, or any part thereof, and to bind Contractor to its terms.

3. **Awarded Band(s)**

The solicitation included three product Bands: Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets; and Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets; and Band 3, Servers and Storage. The Contractor is awarded the following Band(s):

- Band 1, Personal Computer Devices – Windows Operating Systems
- Band 2, Personal Computer Devices - Non-Windows Operating Systems
- Band 3, Servers and Storage

4. **Configuration Dollar Limits**

The following configuration limits apply to the Master Agreement. Participating Entities may define their configuration limits in their Participating Addendum. The Participating Entity’s Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Product and Service Schedule.

The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at \$15,000 each, for a total purchase price of \$150,000).

ITEM	CONFIGURATION
Band One	\$15,000
Band Two	\$15,000
Band Three	\$1,000,000
Peripherals	\$10,000
Services	Addressed in the Participating Addendum

5. **Restrictions**

The following restrictions apply to the Master Agreement. A Participating Entity may set further restrictions of products in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Entity’s Product and Service Schedule.

- a. Software
 - 1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.

2. Any software purchased must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment, except for the exceptions allowed under Paragraph 5.a.4.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 3) purchased, is allowed and may be procured after the initial purchase of equipment.

b. General Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Managed Print Services are not allowed.

c. Cloud Services

1. Cloud Services are restricted to Services that function as operating systems and software needed to support or configure hardware purchased under the scope of the contract and is subject to equipment configuration limits.
2. Any Cloud Service purchased must be related to the procurement of equipment.

d. Third-Party Products

1. Third-Party Products can be offered only in the Bands they have been awarded. All third-party products must meet the definition(s) of the Band(s) in which they are being offered.
2. Products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment cannot be offered unless approved by the Lead State.

e. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case-by-case basis, if approved by the State's Chief Procurement Officer. EPEAT Bronze requirement does not currently apply to storage.

6. Authorized Representative

- a. Master Agreement Administrator. The Master Agreement Administrator designated by NASPO ValuePoint and the State of Minnesota, Department of Administration is Elizabeth Randa, Acquisition Management Specialist.

Elizabeth Randa, Acquisition Management Specialist
Department of Administration
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
E-mail: elizabeth.randa@state.mn.us
Phone: 651.201.3122

- b. Contractor's Authorized Representative. The Contractor's Authorized Representative is Ashley Salinas, SLED Contract Program Manager.

Ashley Salinas, SLED Contract Program Manager
Dell Inc.
One Dell Way
Round Rock, TX 78682
A.Salinas@dell.com
Phone: 512.542.1237

If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the Lead State.

7. Notices

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. An email shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed to the Master Agreement Administrator.

8. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: NASPO ValuePoint Terms and Conditions
Exhibit B: Minnesota Terms and Conditions
Exhibit C: Requirement
Exhibit D: Price Schedule
Exhibit E: Contractor Terms and Conditions

9. Survival of Terms:

The following clauses survive the expiration or cancellation of this Master Agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that states it shall survive, shall survive.

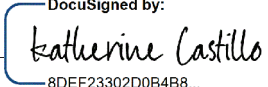
10. Entire Agreement

This Contract and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

1. Contractor

The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Katherine Castillo

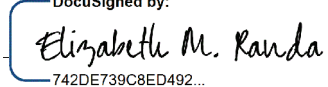
Signature:  _____
DocuSigned by: 8DEF23302D0B4B8...

Title: ParaLegal Advisor Date: 7/14/2023

2. State Agency

With delegated authority

Print name: Elizabeth M. Randa

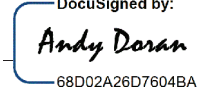
Signature:  _____
DocuSigned by: 742DE739C8ED492...

Title: Acquisition Management Specialist Date: 7/14/2023

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print name: Andy Doran

Signature:  _____
DocuSigned by: 68D02A26D7604BA...

Title: IT Acquisitions Supervisor Date: 7/14/2023

Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Conflict of Terms/Order of Precedence.

- a. Any order placed under this Master Agreement shall consist of the following documents:
 1. A Participating Entity's Participating Addendum ("PA");
 2. Minnesota NASPO ValuePoint Master Agreement, as negotiated, including all exhibits;
 3. A Purchase Order issued against a PA (terms and conditions set forth in a Purchase Order will not be deemed to modify, diminish, or otherwise derogate the terms and conditions set forth in a Participating Addendum or Minnesota NASPO ValuePoint Master Agreement).
- b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- c. Contractor terms and conditions may be incorporated if expressly accepted by the Lead State and attached to the Master Agreement as an Exhibit or Attachment, or by written reference (including reference to information contained in a URL or referenced policy). A written reference, including by URL or policy, is incorporated into the Master Agreement only if the Master Agreement expressly identifies that reference. URL's must be explicitly referenced to be incorporated into the Master Agreement. URL's contained within the URL's that are explicitly referenced are not incorporated into the Master Agreement. Any Contractor term or condition incorporated by URL or written reference applies to this Master Agreement only to the extent such term or condition is not prohibited by applicable law. Any change to information contained in a URL or referenced policy will not affect any financial obligation, place any additional material obligation on an ordering entity, or materially diminish an ordering entity's ability to use the product or service.
- d. A written Master Agreement (which may include the contents of the RFP and selected portions of Contractor's response incorporated therein by reference) will constitute the entire agreement of the parties to the Master Agreement. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the RFP, or terms listed or referenced on the Contractor's website not otherwise incorporated into the Master Agreement, in the Contractor quotation/sales order, or in similar documents subsequently provided by the Contractor.
- e. Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

2. Definitions.

- a. **Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.
- b. **Accessory** means a product that enhances the user experience but does not extend the functionality of the computer (e.g. mouse pad or monitor stand). For the purposes of this Contract, accessories are considered peripherals.

- c. **_____ as a Service (_aaS)** refers to any good provided in a subscription-based model that is defined in the industry as “_____ as a Service”. Examples are “Software as a Service”, “Infrastructure as a Service”, and “Storage as a Service”, and shall follow the NIST definitions of those services. _____ as a Service are permitted only when they meet the restrictions found in Paragraph 5.c, above.
- d. **Band** means a category of products. There are three product bands which may be awarded through this Contract. Each product band includes related peripherals and services.
- e. **Components** are the parts that make up a computer configuration.
- f. **Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.
- g. **Configuration** means the combination of hardware and software components that make up the total functioning system.
- h. **Customer** (see Purchasing Entity).
- i. **Desktop** means a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor, and 3) input devices usually a keyboard and a mouse. Desktops, including desktop virtualization endpoints such as zero and thin clients, are included in Bands 1 and 2 of this Contract.
- j. **Embedded Software** means one or more software applications which permanently reside on a computing device.
- k. **Energy Star®** is a voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes it easy to identify energy efficient computers by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.
- l. **EPEAT** is a type-1 ecolabel for identifying and purchasing sustainable IT products. EPEAT-registered products must meet sustainability criteria detailed in voluntary consensus-based standards that are free and publicly available on the Green Electronics Council’s website at www.greenelectronicscouncil.org. Products are classified as Bronze, Silver, or Gold based on meeting criteria that address the life cycle of the products. Product life cycle includes material extraction, hazardous substance reduction, end-of-life management, packaging, and corporate sustainability. Only products listed as Active in the online EPEAT Registry are considered to meet the EPEAT criteria.
- m. **FOB Destination** means that shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.
- n. **FOB Inside Delivery** means that shipping charges are included in the price of the item, and that the shipped item becomes the legal property and responsibility of the receiver when it reaches the inside delivery point, which is beyond the front door or loading dock. FOB Inside Delivery is a special shipping arrangement that may include additional fees payable by the Purchasing Entity. FOB Inside Delivery must be annotated on the Purchasing Entity ordering document.

- o. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- p. **Laptop** means a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad, and speakers in a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptops include notebooks, ultrabooks, netbooks, Zero and thin client devices, and computers with mobile operating systems. Laptops are included in Bands 1 and 2 of this Contract.
- q. **Lead State** means the State centrally administering any resulting Master Agreement(s).
- r. **Mandatory Requirement** is a requirement that the failure to meet results in the rejection of the responder's proposal unless all responders are unable to meet the mandatory requirement. The terms "must" and "shall" identify a mandatory requirement. Any objection to a mandatory requirement should be identified by responders in the Question and Answer period.
- s. **Manufacturer** means a company that, as one of its primary business functions, designs, assembles, owns the trademark/patent for, and markets branded computer equipment.
- t. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor.
- u. **Middleware** means the software "glue" that helps programs and databases (which may be on different computers) work together. The most basic function of middleware is to enable communication between different pieces of software.
- v. **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.
- w. **Option** means an item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.
- x. **Order or Purchase Order** means any purchase order, sales order, contract or other method used by a Purchasing Entity to order the Products.
- y. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.
- z. **Participating Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- aa. **Participating State** means a state that has executed a Participating Addendum.

bb. **Partner** means a company, authorized by the Contractor and approved by the Participating Entity, to provide marketing, support, or other authorized contract services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Agreement. A Partner may include, but is not limited to, an agent, subcontractor, fulfillment partner, channel partner, business partner, servicing subcontractor, etc.

cc. **Peripherals** means any hardware product that can be attached to, added within, or networked with personal computers, servers, or storage. Peripherals extend the functionality of a computer without modifying the core components of the system.

dd. **Per Transaction Multiple Unit Discount** means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

ee. **Premium Savings Package(s) (PSP)** are deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. NASPO ValuePoint reserves the right to expand and modify the PSP throughout the life of the contract. For more information see: <https://www.naspovaluepoint.org/portfolio/57/>.

ff. **Product** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

gg. **Purchasing Entity** means a state (including the District of Columbia and U.S. territories), city, county, district, other political subdivision of a state, other public entities domestic or foreign, and nonprofit organizations under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order under the terms of the Master Agreement, or any Participating Addendum thereto, and becomes financially committed to the purchase.

hh. **Ruggedized** means equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures, and wet or dusty conditions. Ruggedized equipment may be proposed under the band that most closely fits the equipment being proposed.

ii. **Server** means computer hardware dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. Servers may be either physical or virtual. Servers, including server appliances, are included in Band 3 of this Contract. Server appliances have their hardware and software preconfigured by the manufacturer, and include embedded networking components such as those found in blade chassis systems.

jj. **Services** are broadly classified as installation or de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These classifications of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or hardware components), asset management, recycling or disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk or helpdesk, imaging, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contractors may offer limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts.

EACH PARTICIPATING ENTITY WILL DETERMINE RESTRICTIONS AND NEGOTIATE TERMS FOR SERVICES THROUGH THEIR PARTICIPATING ADDENDUM.

kk. **Software** means, for the purposes of this Contract, commercial operating off the shelf machine-readable object code instructions including microcode, firmware, and operating system software that meet the restrictions specified

in Paragraph 5.a. “Software” applies to all parts of software and documentation, including new releases, updates, and modifications of software.

ll. **Storage** means hardware or a virtual appliance with the ability to store large amounts of data. Storage, including SAN switching necessary for the proper functioning of storage equipment, is included in Band 3 of this Contract

mm. **Storage Area Network (SAN)** is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

nn. **Tablet** means a mobile computer that provides a touchscreen that acts as the primary means of control. Tablets, including notebooks, ultrabooks, and netbooks with touchscreen capabilities, are included in Bands 1 and 2 of this Contract.

oo. **Takeback Program** means the Contractor’s process for accepting the return of equipment or other products at the end of the product’s life.

pp. **Thin Client** is a lightweight computer that has been optimized for establishing a remote connection with a server-based computing environment.

qq. **Third Party Product** is a good sold by the Contractor that is manufactured by another company. Third Party Products are intended to enhance or supplement a Contractor’s own product line, and are not intended to represent more than a third of any Contractor’s total sales under this Master Agreement.

rr. **Upgrade** means the replacement of existing software, hardware, or hardware component with a newer version.

ss. **Warranty** means the Manufacturer’s general warranty tied to the product at the time of purchase.

tt. **Wide Area Network (WAN)** is a data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

3. **Term of the Master Agreement.**

a. The initial term of this Master Agreement is for 2 years. This Master Agreement may be extended beyond the original contract period for 36 additional months at the Lead State’s discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. **Amendments.**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without a written amendment to the Master Agreement executed by the Contractor and Lead State as required by law. Master Agreement amendments will be negotiated by the Lead State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work.

5. **Participants and Scope.**

a. **Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador,

Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement. Canadian Participation. Subject to the approval of the Contractor, any Canadian provincial government or provincially funded entity in Ontario, Quebec, Nova Scotia, New Brunswick, Manitoba, British Columbia, Prince Edward Island, Saskatchewan, Alberta, Northwest Territories, Nunavut, Yukon, and Newfoundland and Labrador, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

b. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

c. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

e. NASPO and NASPO ValuePoint are not parties to the Master Agreement.

f. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. **Resale.** “Resale” means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the Master Agreement, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity’s laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Individual Customers.

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

7. Independent Contractor.

The Contractor is an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as an agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

8. Contracting Personnel.

Contractor must provide adequate contracting personnel to assist states with the completing and processing Participating Addenda. It is preferred that each Contractor be able to provide each Participating Entity with a primary contact person for that Participating Entity.

9. Changes in Contractor Representation.

The Contractor must notify the Lead State of changes in the Contractor’s key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor’s proposal. Such approval shall not be unreasonably withheld. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor’s proposal.

10. Contractor Verification.

The Contractor is responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contractor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. The term Partner will be utilized in naming the relationship a Contractor has with another company to market and sell under the contract. Participating Entities will have final determination/approval if a Partner may be approved for that state in the role identified by the Contractor.

11. Contractor Performance Meeting.

An annual performance meeting may be held each year with the NASPO ValuePoint Sourcing Team. Historically performance meetings have been held in Minnesota, but the Lead State may hold the meetings in person or virtually at the Lead State’s discretion.

All contractors that are invited to participate must send their Primary Account Representative, unless an exception is granted in writing by the Lead State. It is possible that not all contractors will be invited to participate in a performance meeting.

12. Laws and Regulations.

Any and all Products offered and furnished shall comply fully with all applicable Federal, State, and local laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State. To the extent any purchase is subject to Federal Acquisition Regulations, as may be required by the terms of a federal grant, a Participating Entity and Contractor may include in their Participating Addendum terms that reflect such a requirement.

13. Price and Rate Guarantee Period.

All minimum discounts and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for minimum discount or rate adjustment must be for a guarantee period as offered by the Contractor, and must be made at least 30 days prior to the effective date. Requests for minimum discount or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to minimum discounts or rates will be allowed.

14. Premium Savings Package Program.

The Lead State reserves the right to create a Premium Savings Package Program (PSP) as outlined in the Definitions, Paragraph 2.ee of Exhibit A. Participation by Contractor is voluntary. The details and commitments of the PSP will be detailed as a part of any request for Contractor to participate.

15. Services.

Participating Entities must explicitly allow services in their Participating Addenda for the approved services to be allowed under that Participating Addendum. The Participating Addendum by each Participating Entity will address service agreement terms and related travel.

16. Ordering.

- a. Master Agreement and purchase order numbers shall be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 1. The service description or supplies being delivered;

2. The place and requested time of delivery;
3. A billing address;
4. The name, phone number, and address of the Purchasing Entity representative;
5. The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
6. A ceiling amount of the order for services being ordered;
7. The Master Agreement identifier; and
8. Statement of Work, when applicable.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

17. Trade-In.

Any trade-in programs offered during the life of the Master Agreement must be approved by the Lead State. Participating Entities must explicitly allow trade-in programs in their Participating Addenda for the approved programs to be allowed under that Participating Addendum. Trade-in value shall not decrease the discounts offered through the Master Agreement.

18. Shipping and Delivery.

a. The prices are the delivered price to any Purchasing Entity for standard 3-5 day shipping. If an order is requested with expedited shipping, the Contractor must provide a firm "not to exceed" price for the expedited shipping on the quote. All deliveries shall be FOB Destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

- b. Specific delivery instructions, including FOB Inside Delivery, will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to promptly notify the Purchasing Entity placing the Order.
- c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipment shall be marked with the Purchasing Entity's Purchase Order number and other information sufficient for the Purchasing Entity to properly identify the shipment as outlined in the Participating Addendum of the Purchasing Entity.

19. Inspection and Acceptance.

- a. Where the Master Agreement, a Participating Addendum, or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.
- b. Acceptance. Purchasing Entity shall determine whether all Products and Services delivered meet the Contractor's published specifications. No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. Failure to reject upon receipt, however, does not relieve the Contractor of liability for latent or hidden material defects. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked. The warranty period shall begin upon Acceptance. If the parties agree to acceptance testing, the terms of subsection (c), below, apply.
- c. Acceptance Testing. The Purchasing Entity and the Contractor shall determine if Acceptance Testing is applicable and required for the purchase. "Acceptance Testing" means the process for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity.
 - 1. The Acceptance Testing period shall be thirty (30) calendar days starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
 - 2. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked. The warranty period shall begin upon Acceptance.

d. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

20. Title of Product.

a. Definitions. For purposes of this section, the following terms are defined as follows:

1. "Deliverables" means any reports, analyses, scripts, code, or other work results that Contractor delivers to Purchasing Entity within the framework of fulfilling Contractor's obligations to Purchasing Entity.
2. "Equipment" means Contractor-branded hardware products.
3. "Proprietary Rights" means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights of a party.

b. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Equipment free and clear of all liens, encumbrances, or other security interests. Purchasing Entity's rights to use the software delivered by Contractor are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the "EULA") shall apply. Contractor's EULA must be made available to Purchasing Entities for review prior to negotiating a Participating Addendum or the issuance of an Order and shall meet or exceed the terms set forth in this Master Agreement. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

c. Contractor grants Purchasing Entity a non-exclusive, non-transferable, irrevocable license to use (without the right to sublicense) the Deliverables provided by Contractor for Purchasing Entity's internal business and governmental purposes, only and solely in accordance with the applicable service specification and subject to this Master Agreement. The grant of this license is subject to Purchasing Entity's compliance with the terms of this Master Agreement and Purchasing Entity's payment of applicable amounts due. Such license shall be perpetual unless granted pursuant to the purchase of a subscription, in which case the license shall be for the term of the subscription. Purchasing Entity may authorize its service providers to use the Deliverables, but solely on Purchasing Entity's behalf, solely for Purchasing Entity's internal business or governmental purposes, and Purchasing Entity shall be responsible for service provider's compliance with these restrictions. This section shall not affect a Purchasing Entity's right to transfer ownership of a product, and transfer, if permitted by Contractor or its licensors, licenses associated with such product, to another individual or entity as part of the Purchasing Entity's surplus program or sale of used products to employees or former employees.

d. Contractor reserves for itself all Proprietary Rights that it has not expressly granted to Purchasing Entity herein. The license granted in this clause 20(c) does not apply to: (i) Equipment; (ii) Contractor-branded generally available software; or (iii) items licensed or otherwise provided under a separate agreement. Contractor is not limited in developing, using, or marketing services or products that are similar to the Deliverables or Professional Services provided hereunder, any service, specification, or, subject to Contractor's confidentiality obligations to Purchasing Entity, in using the Deliverables or performing similar Professional Services for any other projects. Notwithstanding the previous, Contractor's use of Deliverables created specifically for and paid for by a Purchasing Entity is subject to Purchasing Entity approval.

e. Any and all licensing, maintenance, cloud services, or order specific agreements referenced within the terms and conditions of this Master Agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the terms of the Master Agreement as incorporated into the Participating Addendum, and to the extent the terms are not in conflict with the Participating Entity's applicable laws. In the event of a conflict in the terms and conditions, the conflict shall be resolved as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance, cloud services agreements, or order specific agreements may be further negotiated by the Contractor or, if applicable, the Licensor, and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

f. If (i) Contractor is or becomes aware of any infringement claim made against a third-party branded product offered by Contractor through this Master Agreement, (ii) the third-party branded product is determined to infringe upon the intellectual property rights of another third party, and (iii) such infringement is not remedied by the third party so that the product is no longer infringing, Contractor shall immediately cease offering the product under this Master Agreement and notify the Lead State, NASPO, Participating Entities, and purchasers of the product.

21. Warranty.

The Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

22. System Failure or Damage.

In the event of system failure or damage caused by the Contractor or its Product, the Contractor shall use reasonable efforts to restore or assist in restoring the system to operational capacity. The Contractor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

23. Payment.

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law.

Payments will be remitted by mail or electronically. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice. All applicable taxes, duties, and fees must be identified on the quote.

24. Leasing or Alternative Financing Methods.

Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process and if the applicable PAs permit leasing. No lease agreements will be reviewed or evaluated as part of the RFP evaluation process.

25. Contract Provisions for Orders Utilizing Federal Funds.

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be

proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

26. Self Audit.

The Contractor must conduct at a minimum a quarterly self-audit, unless approved by the Lead State. The audit will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings must be reported to Lead State with actions to correct documented findings.

27. Assignment/Subcontracts.

- a. Contractor shall not assign, sell or otherwise transfer all or any part of this Master Agreement without prior written consent from the Lead State, such consent not to be unreasonably withheld.
- b. The Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Master Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

28. Insurance.

- a. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers legally authorized to conduct business in the Lead State and in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:
 1. Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
 2. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. Contractor shall pay premiums on all insurance policies. Contractor will use reasonable efforts to give thirty (30) days prior written notice to State prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that Contractor shall not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, Contractor obtains coverage from different insurer(s) meeting the requirements described herein.
- d. Prior to commencement of performance, Contractor shall provide to the Participating Entity a certificate of insurance showing the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating Entity as an additional insured, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating Entity as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights

and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. During the term of this Master Agreement, Contractor shall upon request provide to the Lead State and Participating Entities evidence of coverage that meets the requirements of this Section and the applicable Participating Addendum. Failure to provide evidence of coverage, within thirty (30) calendar days of receipt of request may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. Administrative Fees.

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable.

b. The NASPO ValuePoint Administrative Fee in this section shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

c. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Purchasing Entity may allow the Contractor to adjust the Master Agreement pricing to account for these additional fees for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

30. NASPO ValuePoint Reports

a. **Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

b. **Summary Sales Data.** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

c. **Detailed Sales Data.** "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details.

Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

d. Sales Data Crosswalks. Reserved.

e. Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

31. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review.

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating Entity.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A or to terminate for default pursuant to Paragraph 44 of Exhibit A.

g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any Cooperative Purchasing Agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions. For the purposes of this paragraph, Cooperative Purchasing Agreement shall mean a cooperative

purchasing program facilitating public procurement solicitations and agreements using a lead agency model. This does not include contracts with any federal agency or any federal contract.

32. Right to Publish.

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the public release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

33. Records Administration and Audit.

- a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

34. Indemnification

- a. General Indemnity. Contractor shall indemnify, defend (to the extent permitted by a state's Attorney General), and hold harmless an Indemnified Party from any claims or causes of action, including attorney's fees, to the extent arising from Contractor's intentional, willful, or negligent acts or omissions; actions that give rise to strict liability; and actions arising from breach of contract or warranty.

"Indemnified Party" means NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the Indemnified Party's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the Indemnified Party's failure to fulfill its obligation under this Contract.

- b. Intellectual Property Indemnification.

1. In the event of any such claim by any third party against the Indemnified Party that Products, Software, Services or Deliverables prepared, produced, or branded by Contractor and delivered pursuant to this Master Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("Indemnified Claims"), the Indemnified Party shall promptly notify the Contractor. The Contractor, at its own expense, shall indemnify, defend to the extent permitted by the Indemnified Party's laws, and hold harmless the Indemnified Party against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Indemnified Party.

2. If Contractor receives prompt notice of such a claim that in the Contractor's opinion is likely to result in an adverse ruling, the Contractor shall at its option (1) obtain a right for the Indemnified Party to continue using such Products, Deliverables, or Software or allow Contractor to continue performing the Services; (2) modify such Products, Software, Services, or Deliverables to make them non-infringing without materially affecting their utility or functionality; (3) replace such Products, Software, Services, or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables, or Software.

3. Notwithstanding the foregoing, Contractor shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products, Software, Services, or Deliverables that were not performed by, on behalf of, or at the direction of Contractor; (2) the combination, operation, or use of the Products, Software, Services, or Deliverables in connection with a third-party product, software or service (the combination of which causes the claimed infringement); or (3) Contractor's compliance with Indemnified Party's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Indemnified Party. Contractor's duty to indemnify and defend under this Section is contingent upon: (a) Contractor receiving prompt written notice of the third-party claim or action for which Contractor must indemnify Indemnified Party, (b) Contractor having the right to solely control the defense and resolution of such claim or action, unless the Indemnified Party's law requires approval for a third party to defend the Indemnified Party and such approval is not received, and (c) Indemnified Party's cooperation with Contractor in defending and resolving such claim or action. This Section states Indemnified Party's exclusive remedies for any third-party intellectual property claim or action and nothing in this Master Agreement or elsewhere will obligate Contractor to provide any greater indemnity to Indemnified Party.

35. Limitations of Liability

a. The Parties agree that neither Contractor nor the indemnified party shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except any claim related to bodily injury or death; an unauthorized release or breach of not public data as set forth more fully in Minn. Ch. 13; or a claim or demand based on patent, copyright, or other intellectual property infringement.

b. Contractor's liability is limited to 2 times the amount paid by Purchasing Entity to Contractor during the 12 months preceding the date of the dispute concerning any products and services, or \$5,000,000, whichever is greater. This limit on liability does not apply to claims for bodily injury or death or for intellectual property infringement.

c. Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

1. provided by the Contractor or the Contractor's subsidiaries or affiliates;
2. specified by the Contractor to work with the Product; or

3. reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

4. It would be reasonably expected to use the Product in combination with such product, system or method.

36. License of Pre-Existing Intellectual Property.

Intentionally deleted.

37. Assignment of Antitrust Rights.

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

38. Debarment.

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

39. Governing Law and Venue.

- a. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- b. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

40. Confidentiality, Non-Disclosure, and Injunctive Relief.

- a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

1. Any and all information of any form that is marked as confidential by one party (the "originating party") and is or would by its nature be deemed confidential obtained by the other party or its employees or agents (the "receiving party") in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of the originating party ("Confidential Information").

2. Any reports or other documents or items (including software) that result from the use of the Confidential Information by the receiving party shall be treated in the same manner as the Confidential Information.

3. Confidential Information does not include information that (1) is or becomes (other than by disclosure by the receiving party) publicly known; (2) is furnished by the originating party to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than the originating party without the obligation of confidentiality, (5) is disclosed with the written consent of the originating party or; (6) is independently developed by employees, agents or subcontractors of the receiving party who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. The receiving party shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

1. Each party shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

2. Without limiting the generality of the foregoing, the receiving party shall advise the originating party, and the applicable Participating Entity, and the Lead State if the originating party is a Purchasing Entity, and the Lead State if the originating party is a Participating Entity, immediately if the receiving party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and the receiving party shall at its expense cooperate with advise the originating party in seeking injunctive or other equitable relief in the name of either party against any such person.

3. Except as directed by the originating party, the receiving party will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at the originating party's request, the receiving party shall turn over to the originating party all documents, papers, and other matter in the receiving party's possession that embody Confidential Information.

4. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement, and Purchasing Entity may retain Confidential Information to the extent and for the duration required by applicable law.

c. Injunctive Relief. Each party acknowledges that the other party's breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to originating party that is inadequately compensable in damages. Accordingly, the originating party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item

descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Paragraph 33 of Exhibit A. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

41. Public Information.

This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

42. Cancellation.

Unless otherwise set forth in this Master Agreement, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate as set forth in Paragraph 44 of Exhibit A.

43. Force Majeure.

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

44. Defaults and Remedies.

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

1. Nonperformance of contractual requirements; or
2. A material breach of this Master Agreement; or
3. Any certification, representation or warranty by Contractor in response to the RFP or in this Master Agreement that proves to be untrue or materially misleading; or
4. Institution of proceedings under any bankruptcy, insolvency, court-ordered reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
5. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, except for material breach, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement. The Lead State may immediately terminate this Master Agreement upon material breach of the Master Agreement by Contractor.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

1. Exercise any remedy provided by law; and
2. Terminate this Master Agreement and any related contracts or portions thereof; and
3. Impose liquidated damages as provided in this Master Agreement; and
4. Suspend Contractor from being able to respond to future bid solicitations; and
5. Suspend Contractor's performance; and
6. Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

45. Waiver of Breach.

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

46. Notices.

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile or electronic transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

Elizabeth Randa, Acquisition Management Specialist
 112 Administration Bldg.
 50 Sherburne Avenue
 St. Paul, MN 55155
elizabeth.randa@state.mn.us

47. No Waiver of Sovereign Immunity.

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense

or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Exhibit B: Minnesota Terms and Conditions

1. Change Requests.

The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered within the Band(s). Products introduced during the term of the Master Agreement shall go through a formal review process. The process for updating the products offered within a Band is outlined in Paragraph 2 of Exhibit B. The Contractor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contractor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contractor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contractor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

2. Product and Service Schedule (PSS).

- a. Creating the Product and Service Schedule (PSS). Contractor will use the attached sample PSS to create and maintain a complete listing of all products and services offered under the Master Agreement. The PSS must conform to the contracted minimum discounts. Contractor may create and maintain a separate PSS for a Participating Entity based on the requirements and restrictions of the Participating Entity.

Contractors are encouraged to provide remote learning bundles for K-12 Education. These bundles can be included in the response to the PSS.

- b. Maintaining the PSS.

1. In General. Throughout the term of the Master Agreement, on a quarterly basis, Contractor may update the PSS to make model changes, add new products or services, or remove obsolete or discontinued products or services. Any updates to the PSS must conform to the Master Agreement requirements, including the scope of the Master Agreement and contracted minimum discounts.

2. Process. Contractor must provide notification to the Lead State of any changes to their PSS using the attached Action Request Form (ARF).

- a) The Lead State does not need to approve Contractor's request to make model changes, add their own manufactured products, or remove discontinued or obsolete products or services, and Contractor does not need the Lead State's approval prior to posting an updated PSS.
- b) The Lead State must approve Contractor's request to add new third party manufacturers to Contractor's PSS. If the proposed third-party manufacturer holds a NASPO Master Agreement for Computer Equipment, Contractor must obtain written authorization from that manufacturer. Contractor must have the Lead State's approval prior to posting the updated PSS.
- c) Contractor must maintain a historic record of all past PSSs on their dedicated NASPO ValuePoint website.

d) Pursuant to the audit provisions of the Master Agreement, upon the request of NASPO ValuePoint, the Lead State, or a Participating Entity, Contractor must provide an historic version of any Baseline Price List.

3. Purchase Orders.

There will be no minimum order requirements or charges to process an individual purchase order. The Participating Addendum number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

4. Risk of Loss or Damage.

The Purchasing Entity is relieved of all risks of loss or damage to the goods or equipment during periods of transportation, and installation by the Contractor and in the possession of the Contractor or their authorized agent.

5. Payment Card Industry Data Security Standard and Cardholder Information Security.

Contractor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contractor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contractor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contractor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the Purchasing Entity shall be provided with full cooperation and access to conduct a thorough security review of Contractor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

6. Foreign Outsourcing of Work.

Upon request, the Contractor is required to provide information regarding the location of where services, data storage, and location of data processing under the Master Agreement will be performed.

7. State Audits (Minn. Stat. § 16C.05, subd. 5).

The books, records, documents, and accounting procedures and practices of the Contractor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Lead State's Legislative Auditor or State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The Lead State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

8. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).

If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the contractor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

9. Human Rights/Affirmative Action.

The Lead State requires affirmative action compliance by its Contractors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- a. Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.
- b. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400 5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552 5000.3559.
- c. Disabled Workers. Minn. R. 5000.3550 provides the Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- d. Consequences. The consequences of a Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by

the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

e. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

10. Equal Pay Certification.

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the Lead State may require Contractor to verify its exempt status.

11. Americans with Disabilities Act (ADA).

Products provided under the Master Agreement must comply with the requirements of the Americans with Disabilities Act (ADA). The Contractor's catalog and other marketing materials utilized to offer products under the Master Agreement must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the customer can assume the product meets or exceeds the ADA requirements.

12. Nonvisual Access Standards.

Pursuant to Minn. Stat. § 16C.145, the Contractor shall comply with the following nonvisual technology access standards:

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

13. Accessibility Standards.

Contractor acknowledges and is fully aware that the Lead State (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: <https://mn.gov/mnit/government/policies/accessibility/>.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to

develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the Lead State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the Lead State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the Lead State to consider the Contractor in default.

14. Conflict Minerals.

Contractor agrees to provide information upon request regarding adherence to the Conflict Minerals section of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Section 1502).

See: <http://beta.congress.gov/111/bills/hr4173/111hr4173enr.pdf#page=838>
<http://www.sec.gov/news/press/2012/2012-163.htm>

15. Hazardous Substances.

To the extent that the goods to be supplied by the Contractor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable state and federal laws and regulations, the Contractor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

16. Copyrighted Material Waiver.

The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

17. Publicity.

The Contractor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

18. Performance While Dispute is Pending.

Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

19. Organizational Conflicts of Interest.

An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a. the Contractor is unable or potentially unable to render impartial assistance or advice to the State;
- b. the Contractor's objectivity in performing the work is or might be otherwise impaired; or
- c. the Contractor has an unfair competitive advantage.

The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Lead State's Department of Administration's Office of State Procurement that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Lead State may, at its discretion, cancel the Master Agreement. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the Lead State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

20. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

21. Government Data Practices.

The Contractor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contractor and all data provided to the Lead State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the Lead State. The Lead State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the Lead State.

The Contractor agrees to indemnify, save, and hold the Lead State, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota

Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contractor subcontracts any or all of the work to be performed under the Master Agreement, the Contractor shall retain responsibility under the terms of this article for such work.

22. Survivability.

Certain rights and duties of the Lead State and Contractor will survive the expiration or cancellation of the RFP and resulting Master Agreement. These rights and duties include but are not limited to paragraphs: Indemnification; Limitations of Liability; State Audits; Government Data Practices; Governing Law and Venue; Publicity; and Administrative Fees.

23. Severability.

If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the Lead State and the Contractor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

Exhibit C: Requirements

1. Contractor Verification.

Contractor must be a manufacturer of a Product in the Band(s) it is awarded a Master Agreement. "Re-branding" a product that is manufactured by another company does not meet this requirement. If the Contractor ceases production, sells or assigns their manufacturing to another vendor, or otherwise no longer manufactures a product during the life of the Master Agreement the Lead State reserves the right to terminate the Contractor's Master Agreement.

2. Warranty and Maintenance.

Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

3. Website.

Contractor must develop and maintain a URL to a web site specific to the awarded Master Agreement. Contractor's Master Agreement website must offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contractor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State

a. Mandatory Specifications:

- Designated Baseline Price List(s) (e.g., MSRP, List, or Education)
- Product and Service Schedule (PSS)
- Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote,
- Service options and service agreements available on the contract. Please refer to Paragraph 5.
- Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
- Sales representatives for participating entities
- Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.

b. Desirable Specifications:

- Purchase order tracking
- Information on accessibility and accessible products
- Signed Master Agreement
- Online ordering capability with the ability to remember multiple ship to locations (if applicable to product)
- List of approved partners, if applicable

Within 30 calendar days of the notice of intent to award a Master Agreement, Contractor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contractor will have 15 calendar days to provide revisions to the Lead State. After the Lead State approves the website, Contractor may not make material changes to the website without notifying the Lead State through the ARF process and receiving written approval of the changes.

4. **Environmental Certifications.**

Contractor must include environmental or supply chain responsibility certifications and registrations for products sold through this Contract on their website. Contractor must provide these certifications and registrations for specific products to Participating Entities upon request.

5. **EPEAT Registration.**

Contractor agrees that applicable products offered that have EPEAT Standards provided under the Master Agreement must have achieved a minimum EPEAT Bronze registration. This requirement does not apply to Band 3.

Contractor may propose the addition of a product that has not yet achieved a minimum EPEAT Bronze registration. The Lead State, in its sole discretion may require Contractor to provide the following documentation to support the addition of the proposed product:

- A letter from the Green Electronics Council (GEC) on GEC's letterhead confirming that the verification process is underway; or
- A copy of Contractor's GEC contract, Conformity Assurance Board (CAB) contract, and a letter from Contractor's CAB stating that the relevant product has been registered with the CAB and that verification is underway.

The Lead State reserves the right to reject the inclusion of such product, or if approved, require Contractor to remove the product at a later date if the product does not achieve a minimum EPEAT Bronze registration. The Contractor must remove any products that subsequently exit the verification process without achieving EPEAT Bronze or greater from the Master Agreement.

6. **Third-Party Products.**

Some products offered may be manufactured by a third party. Contractor, however, must provide or facilitate the warranty service and maintenance for all Third-Party Products on the Master Agreement either directly or pass-through from the manufacturer. Contractor may not offer products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment without approval from the Lead State. Warranty for third-party products must be provided by the Contractor. Warranty documents for products manufactured by a third party are preferred to be delivered to the Participating Entity with the products. Contractor can only offer Third-Party Products in a Band they have been awarded.

Third-Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of Contractor's total sales under this Master Agreement. The Lead State may limit the sale of Third-Party Products through the Master Agreement during the life of the Master Agreement should Third-Party Product sales be determined to consistently exceed one third of the total sales under this Master Agreement. Such limitation may take the form of any action the Lead State so chooses, up to and including non-renewal or cancellation of the Master Agreement.

7. **Partner Utilization.**

If utilizing partners, the Contractor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides. Participating Entities have the option of utilizing partners. Contractor must provide a Participating Entity a copy of its plan for partner utilization upon request. Contractor must make available a list of approved partners for each Participating Entity. Participating Entities must approve specific Partners as outlined within the relevant Participating Addendum, and only partners approved by the Participating Entity may be deployed. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

8. **2019 National Defense Authorization Act, Section 889(f)(3).**

Under the 2019 National Defense Authorization Act, Section 889(f)(3), the US military is prohibited from purchasing video surveillance and telecommunications equipment from certain Chinese-owned technology firms. While US state are

not subject to this act, there is increasing concern for the security of state data. Contractor certifies for the term of this Master Agreement that it is not subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and that Contractor's Products do not contain, include, or utilize components or services supplied by any entity subject to the same. Contractor also certifies that its Products do not contain, include, or utilize any covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.

Exhibit D: Pricing Schedule

Attached and incorporated into this Master Agreement as Exhibit D is the Price Schedule.

Exhibit D: Price Schedule

NASPO ValuePoint Computer Equipment (2023-2028)

CONTROL SET

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Awarded Bands:

- ☒ Band 1: Personal Computing Devices (Windows)
- ☒ Band 2: Personal Computing Devices (Non-Windows)
- ☒ Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	18.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.5%
2	2B	Band 2 - Minimum Discount	18.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.5%
3	3B	Band 3 - Minimum Discount	18.0%
3	3T	Band 3 - Third Party Product Minimum Discount	5.5%
	S-1	Standalone Services	4.0%
	S-2	Warranty Services	4.0%
	S-3	Training and Other Professional Services	4.0%

Exhibit D: Price Schedule**Discount Structure**

Master Agreement: 23004
Contractor Name: Dell Marketing, LP
Baseline Price List: Posted on Contractor's dedicated NASPO ValuePoint website

Band 1: Personal Computer Equipment (Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	18.0%
1	1B-1	Desktops - Alienware, Inspiron, Vostro, XPS	0.5%
1	1B-2	Notebooks - Alienware, Inspiron, Vostro, XPS	2.5%
1	1B-3	Projectors/Monitors/Other Electronics	2.5%
1	1B-4	Displays	2.5%
1	1B-5	Imaging	2.5%
1	1B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
1	1B-7	Spare Parts related to Band 1	0.5%
1	1B-8	Customer Kits	15.0%
1	1B-9	Ready to Ship configurations	4.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.5%
1	1T-1	Selected Third Party - Software and Peripherals	0.5%

Band 2: Personal Computer Equipment (Non-Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
2	2B	Band 2 - Minimum Discount	18.0%
2	2B-1	Commercial Chromebooks	15.0%
2	2B-2	Consumer Chromebooks	15.0%
2	2B-3	Projectors/Monitors/Other Electronics	2.5%
2	2B-4	Displays	2.5%
2	2B-5	Imaging	2.5%
2	2B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
2	2B-7	Spare Parts related to Band 2	0.5%
2	2B-8	Customer Kits	15.0%
2	2B-9	Ready to Ship configurations	4.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.5%
2	2T-1	Selected Third Party - Software and Peripherals (Non-discountable)	0.5%

Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
3	3B	Band 3 - Minimum Discount	18.0%
3	3B-1	Spare Parts related to Band 3	0.5%
3	3B-2	Customer Kits	15.0%
3	3T	Band 3 - Third Party Product Minimum Discount	5.5%
3	3T-1	Selected Third Party - Software and Peripherals	0.5%

Exhibit D: Price Schedule

Volume-Based Discounts

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Bands 1 & 2

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Min \$ Single Transaction	Max \$ Single Transaction	Per Transaction Multiple Unit Discount
\$100,000.00	\$199,999.99	1.0%
\$200,000.00	\$399,999.99	2.0%
\$400,000.00	\$599,999.99	4.0%
\$600,000.00	\$999,999.99	6.0%
\$1,000,000.00	No Maximum	8.0%

Note: Per Transaction Multiple Unit Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Threshold	Discount Level
Up to 2B	0.0%
\$2B to \$4B	1.0%
\$4B to \$6B	2.0%
\$6B to \$8B	3.0%
\$8B to \$10B	4.0%
Greater than \$10B	5.0%

Note: Cumulative Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers

3. Other Discount(s)

none

Band 3

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Min \$ Single Transaction	Max \$ Single Transaction	Per Transaction Multiple Unit Discount
\$250,000.00	\$499,999.99	1.0%
\$500,000.00	\$999,999.99	2.0%
\$1,000,000.00	\$1,499,999.99	4.0%
\$1,500,000.00	\$1,999,999.99	6.0%
\$2,000,000.00	No Maximum	8.0%

Note: Per Transaction Multiple Unit Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers.

Exhibit D: Price Schedule

Volume-Based Discounts

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Column1	Discount Level
Up to 2B	0.0%
\$2B to \$4B	1.0%
\$4B to \$6B	2.0%
\$6B to \$8B	3.0%
\$8B to \$10B	4.0%
Greater than \$10B	5.0%

Note: Cumulative Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers.

3. Other Discount(s)

Additional discount(s) available.

none

Exhibit D: Price Schedule

Services

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Each Purchasing Entity will determine if and how services will be offered in the Participating

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

All Awarded Bands		
Category Code	Description of Service	Percent Discount
S-1	Standalone Services	4.0%
S-2	Warranty Services	4.0%
S-3	Training and Other Professional Services	4.0%

Exhibit D: Price Schedule

Lease Rates

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

All Awarded Bands

Optional: Lease Rates

Dell Financial Services (DFS') payment solutions offer flexible end-of term options designed to suit each entity's unique needs. Payment terms are generally from 24 through 60 months and are tailored to match the essential useful life of the equipment to the payment term. Payments can be billed monthly, quarterly, semi-annually or annually.

DFS payment solution rates are adjusted quarterly in accordance with a formula based on fluctuations in treasury notes. Our rates are a function of several factors including estimates of future residual values, prevailing interest rates, borrowing costs, general and administrative expenses, and solution structure. Once a payment schedule has commenced, the rate remains constant for the term of the schedule.

Exhibit D: Price Schedule

Prompt Payment Discount

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

All Awarded Bands

		in 30
		in 15, Net 30
		in 10, Net 30
X		Net 30
	Other (specify):	

Exhibit E: Contractor Terms and Conditions

Attached by reference as Exhibit E are the following Contractor document(s):

- **Software Licenses.** Customer's rights to use the Software delivered by Supplier are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the "EULA") shall apply. Supplier will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.
- **Dell Return Policy.** Customer may return Products to Supplier pursuant to the return policy at www.dell.com/returnspolicy.
- **Equipment Warranty.** Unless provided otherwise in a Schedule, additional terms governing the limited warranties for Equipment are found at <https://www.dell.com/learn/us/en/uscorp1/terms-of-sale-commercial-and-public-sector-warranties?c=us&l=en&s=corp> or in the applicable documentation or Product Notice for the specific Equipment.
- **Product- and Service-Specific Terms.** Scope and details of Services and Product-specific terms are specified in the applicable standard service description that is attached to or referred in a Schedule or Quote, or is made available through the then-current Supplier website for product- or service-specific terms, currently located at www.dell.com/offeringspecificterms. Such standard descriptions are from time to time referred to as "Service Description(s)", "Product Notices" or "Service Briefs." The version of the applicable document that is effective as of the date of the applicable Quote, shall be deemed incorporated into the Order. Scope and details of customized Professional Services not covered by such a standard description shall be documented in a mutually agreed Statement of Work ("SOW").

These Contractor terms and conditions are being provided for **informational purposes only**. They are intended to be negotiated by Contractor and a Participating Entity as part of a Participating Addendum, or by Contractor and a Purchasing Entity as part of an Order, and shall apply only as agreed to in writing by the parties. Unless such terms are expressly accepted in writing, terms in the following document(s) that derogate the application to a Purchasing Entity of a corresponding term in this Master Agreement or applicable Participating Addendum shall be deemed void.



June 25, 2025

Randy Finley
Sr. Director, Business Development
TD SYNEX Corporation
5350 Tech Data Drive
Clearwater, FL 33760
Randy.finley@tdsynnex.com

Re: Award of Contract # R250307

Dear Randy Finley:

Per official action taken by the Board of Directors of Region 4 Education Service Center on June 24, 2025, we are pleased to announce that TD SYNEX Corporation has been awarded a (3) three-year contract, contingent upon successful contract negotiations, for the following, based on the online proposal 25-03 Cyber Security Solutions opened on April 24, 2025:

Commodity/Service

Supplier

Cyber Security Solutions

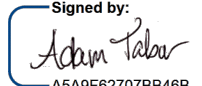
TD SYNEX Corporation

This contract is effective October 1, 2025, and will expire on September 30, 2028. As indicated above, your contract number is R250307. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC and TD SYNEX Corporation.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact our Procurement Department at 713-462-7708 or questions@esc4.net.

Sincerely,

Signed by:

A5A9F62707BB46B...
Adam Tabor
Procurement Director



To: Rodney Watson, Ph.D.
Executive Director

From: Adam Tabor, MBA, RTSBA
Department Director, Procurement

Date: February 25, 2025

Re: Cyber Security Solutions; RFP # 25-03

The Evaluation Committee has reviewed the responses and recommend that the following companies be awarded:

- Blackwood Associates, Inc.
- CompuNet, Inc.
- Netsync
- NuHarbor Security, Inc.
- Optiv Security, Inc.
- rUSD solutions
- TD SYNEX Corporation

The recommended vendors submitted offers that were determined to be most advantageous to OMNIA Partners, Public Sector members, based upon the bid tabulation. All the recommended respondents were determined to be competitively priced and strong for the specified services outlined in the RFP.

We believe all recommended vendors demonstrate the ability to provide and perform the services requested in the proposal. We will monitor their performance and determine at the end of each year if they are eligible for renewal with each new term.

This multiple award is recommended as most advantageous as it limits contract awards to the least number of suppliers necessary to meet the requirements of OMNIA Partners, Public Sector members. In order to serve the entire nation, a multiple award is recommended to provide any governmental agency with complete coverage of commodities, services and any other offering within the scope of proposal.

Please let me know if you have any questions.

To: Board of Directors

From: Jorgannie Carter

Date: February 25, 2025

Subject: Recommendation of Contract Award

Region 4 ESC held an RFP opening on April 24, 2025, for RFP # 25-03 Cyber Security Solutions. There were twenty-nine (29) proposals submitted:

- AMSimpkins and Associates
- Ardham Technologies, Inc.
- ARETE Consulting Services, Inc.
- BLACKWOOD ASSOCIATES, INC.
- ClevrOne LLC
- CompuNet, Inc.
- Consultadd, Inc.
- DLT SOLUTIONS LLC
- Global Solutions Group, Inc.
- Hypertec USA, Inc. (Hypertec Direct)
- Inspira Enterprise, Inc. (Inspira Cybersecurity and IT Solutions Inc.)
- Joultech Solutions
- Lockstep Technology Group (Procomputing, LLC)
- MTS Solutions
- Netsync
- Neumeric Technologies Corporation
- New Tech Solutions, Inc.
- NuHarbor Security, Inc.
- Optive Security, Inc.
- Propelex, LLC
- rusd solutions
- Securance
- SecurIT360, LLC
- Tall City Cyber LLC
- TD SYNEX Corporation
- TriVigil, Inc.
- URBEGO, Inc.
- vCloud Tech, Inc.
- Vitosha, Inc.

After careful review of all proposals, the Evaluation Team has determined that seven (7) companies demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to the members.

CONSIDERATION

Award of annual contract in compliance with the bid laws of the State of Texas is recommended.

RECOMMENDATION

The Evaluation Team recommends the following companies for award based on their response:

Contract	Vendor	Term of Contract
Cyber Security Solutions	BLACKWOOD ASSOCIATES, INC. CompuNet, Inc. Netsync NuHarbor Security Inc. Optiv Security, Inc. rusd solutions TD SYNnex Corporation	Three (3) years with the option of two (2) one-year renewals

Support documentation has been attached for your reference.

Enclosure: Bid Tab Summary

Reseller Name	Full Name	Diversity Status	City	State
1st Run Computer Services	Rhea Schultzeberg	SB	Roslyn	NY
22Vets Technologies	Rob Purcell		Antioch	IL
525 Technologies	Travis Bozeman		Lawrenceville	GA
954 Consultants	Kassidy Graham	MO	Oakland Park	FL
ABACUS INFORMATION TECHNOLOGY, LLC	Eric Ziobro		New York	NY
Abico, LLC	Gaurav Budhiraja	Small Business	Cary	NC
ABTECH TECHNOLOGIES, INC.	Dana Collins	SB	Vista	CA
Access Wireless Data Solutions	Dave Schwarz		Lutz	FL
Accudata Systems, LLC	Adam Blum		Houston	TX
ACE IT Innovations	MaryLynn Etta	845-629-7088	Timmonsville	SC
ACTURE SOLUTIONS, INC	Fredrick Solomon	SB, MO	SCHENECTADY	NY
ADVANCED DIGITAL SOLUTIONS INTL	Antonio Williams	SDVOSB, MO	Las Vegas	Nevada
Advanced Innovative IT Solutions (AIIS)	Shala Pelloni		Ludowici	GA
Advanced Network Management (ANM)	Michael Ferrari	None	Albuquerque	NM
Advantage Technology LLC	Scott Hess		Charleston	WV
Advizex	Jeffrey Waag	Women Owned Entity (WBENC Certified)	Independence	OH
AEC Group, LLC	Murthy Pothuraju	SB, WO, MO	Oakdale	Pennsylvania
Ahavahrem Software Corporation	Peter Theodore		Thousand Oaks	CA
Ahead Inc	MIN WANG	MBE	Birmingham	AL
AIP US, LLC	Frank Wang		Millburn	NJ
AirGap Labs LLC	Michelle McKernan		Irvine	Ca
Akins IT Inc	Graham Upton		Newport Beach	CA
Alchemy Technology Group, LLC	Michael Parezo		Houston	TX
All Covered, a Division of Konica Minolta Business Solutions USA, Inc. formerly Compuquip	AJ Conny	SDVOSB	Charlotte	NC
Alpha Technologies, Inc.	Herbert Guth	SMB	Hurricane	WV
Alternative Information Systems	Matt Camden		Buffalo	New York
American Sound & Electronics, Inc.	Tyler Fogle	EDWOSB, WOSB, DBE	Covington	KY
American Wordata, Inc. AW Data	Milton Jones	Service-Disabled Veteran-Owned Small Business, Black American Owned	Tampa	FL
APEX Digital Imaging, Inc.	Patrick Ballard	SDVOSB	Tampa	FL
Apex Omnisource	Lisa Windle		Watkinsville	GA
Applied Data Tech	Lori Barnes	SB, WO	Charlotte	NC
Applied Technology Group	Rich Weaver	WBE, WOSB, DBE	Bakersfield	CA
Applied Technology Services - ATS	Coby Garrett		Middle River	MD
ArchAngel Education Technology	Amy Holt		North Miami Beach	FL
Archive Data Solutions	Shay Daves	SB	Westerville	OH
Ardham Technologies, Inc.	Sydney Bensinger	na	Albuquerque	NM
Arey Jones Educational Solutions	Ed Greene		San Diego	CA
Arraya Solutions, INC	Christopher Milian		BLUE BELL	PA
ARTILUS, INC	Robin Schmidt		Bristol	PA
Aspire Technology Partners, LLC	Stan Jensen	SB	Eatontown	NJ
Associated Data Products Inc.	Steven Franco		Shreveport	LA
Asterisk Dot Asterisk Technologies DBA ADA Technologies	Kevin Dowd	SB	Austin	TX
Atlantic Computing Technology Corp.	Kerri Glynn	Women owned	Niantic	CT
Avexon, LLC	Lindsay Martinez		metairie	Louisiana
AVIDEX INDUSTRIES LLC DBA AVIDEX	Steve Benjamin		Redmond	WA
AVISPL LLC	Chris Kitson		Tampa	FL
Avixum	Barry Beltz		Fort Myers	FL
Avvid Consulting LLC dba Avvid IT Solutions	Monique Ortiz	SB	Gilbert	AZ
AXCELERATE NETWORKS INC	Chase Boles	SB	San Jose	CA
BAILEY COMPUTING TECHNOLOGIES INC	James Bartlett		Gray	TN
BB2 Technology Group, Inc.	Diana Zhong	SB, HUBZone, SDVOSB, SDB	Dana Point	CA
Better Direct, LLC	Jack Rentz		Tempe	AZ
Bird Rock Systems Inc	Robert Daly	WO	San Diego	CA
BIT Direct Inc	Lauren Bretton	WBE	Tampa	FL
BlackHawk Data LLC	Julie Castronuevo		New York	NY
BLACKPOINT IT SERVICES INC	Jared Abramson	S(a), MBE	Kent	WA
BLUE SOURCE GROUP, INC.	Miriam Rodrigue	SB	OLNEY	MD
BlueAlly Technology Solutions, LLC	Andy Lahm		Cary	NC
BorderLAN Inc.	Michelle Brichard	SB	San Marcos	CA
Bridge Data Solutions	Frederick Wick		Redmond	WA
Brightcentra, Inc.	Dani Lockett		South San Francisco	California
Burwood Group	Judah Zelik		Chicago	IL
BUY A COMPUTER, CORP	Lisa Thiele		Monroe	NY
Byte Works	Dawn Mays	WBENC	Duluth	GA
Call One Inc	Joe Heitmeyer		Cape Canaveral	FL
Cambridge Computer Services, Inc.	Donald Campbell	SBE	Waltham	MA
CampbellNet Solutions	David DeLozier	SB	Fairport	NY
CARBONHELIX LLC	Julie Allen	SDVOSB	Cheyenne	WY
Carolina Advanced Digital, Inc.	Kathy Thomas	N/A	Siler City	NC
Carousel Industries	BYRON CARROLL		Exeter	RI
CARROLLWOODS, INC. D.B.A CARROL COMMUNICATIONS	Craig Petorella		Longs	SC
Cashel Corporation DBA Integrated Media Systems	Thomas Francescki	None	Costa Mesa	CA
CB20 INC	Steve Lankard		Saratoga	NY
CBTS Technology Solutions	Roger Junkermier	NA	Cincinnati	OH
Cerium Networks, Inc.	Kenneth Wells		Spokane	WA
Challenge Innovation Technology, Inc.	Marty Mackey		Canton	MS
Cherbonnier Mayer and Associates d.b.a. CMA Technology Solutions	Zach Garcia		Baton Rouge	LA
Chromis Technology LLC	Pierre Godard	SB, MO	Gilbert	AZ
Clear Data Solutions	Hayden Hatchcock	SB	Winter Springs	FL
Clear Winds Technologies	Divya Pandya		Vestavia Hills	AL
CLOUD ADVISORY SERVICES, INC - CAS	Adam Ball		WEST HENRIETTA	NY
Cloud Revolution LLC	Damien Norwood	NMSDC MBE, Arizona DBE, NYC + NY'S MBE	Lafayette	CO
Clutch Solutions LLC	Sanjeet Chauhan	Asian-Pacific American, Minority Owned, SBA	Mesa	AZ
Code 3 Technology, LLC	William Dudley		Houston	TX
Commsys Technology Corp (DBA) CST Corp	Terence Hood	SB, MOSB, Disadvantaged	Metairie	LA
COMMUNICATION AND TECHNOLOGY INDUSTRIES, INC	Jayson Rogan	SB	Troy	MI
Communications Professionals Inc	Carol Morris		Longview	WA
Compass Lane Inc	Damien Delesus	MBE	Fort Mill	SC
Compucom	MaryLynn Etta	N/A	Doral	FL
Compuquip Technologies, LLC dba Compuquip Cybersecurity	Michelle Kalkhoff		Fishkill	NY
Computer Systems Integrators Inc.	DJ Peterson	WBE	Spring	TX
Computer Wholesale Products of America, Inc. CWPA	Adam Puccia	N/A	Naples	FL
Computers At Work DBA vTECH io	Dan Dunn	WOB	Syracuse	NY
ComSource, Inc.	Mike Mumma		Chapel Hill	NC
Concise Networks, LLC	Joe Alfieri		NEW YORK	NY
CONCOURSE TECH INC	Don Hanson		Mechanicsville	VA
Connected Solutions Group, LLC	Michael Samoska		EASTON	CT
Consolidated Computing Inc	Lynda Thomas		EASTON	CT
Consolidated Computing Inc	Aaron J. Johnson		Peachtree Corners	GA
Converge Technology Solutions US, LLC	Greg Miles		Bloomington	MN
ConvergeOne, Inc.	Mike Vergis	Alakan Tribal Owned, SDB	Bloomington	MN
ConvergeOne, Inc.	Jason Eickmann		CHANTILLY	VA
Copper River IT	Larry Grippio		Indianapolis	IN
Core BTS, Inc.	Jon Kreher	N/A	HARRISON	NY
CORPORATE COMPUTER SOLUTIONS INC	Ace Garin	SB, WO	Saint Louis	MO
Covene LLC	Sarah Abbott		Anaheim	CA
CPAC Inc.	Divya Pandya	HWBE	Lagrange	GA
C-Pak Corporation DBA CPAK Technology Solution	Jeff Kronlage	No	NORTH BRUNSWICK	NJ
CREATIVE LEASING SOLUTIONS INC - CLS	Sherry Vesper	WBE, WOSB, EDWOSB, SB	Colorado Springs	CO
Crossconnect Engineering			Frederick	MD
CSP Enterprises				

Reseller Name	Full Name	Diversity Status	City	State
CTG,INC DBA CTGG,INC	Nicky Bennett		SICKLERVILLE	NJ
CTI Group	Aaron Toczynski		Simi Valley	CA
CTS Mobility DBA Complete Tablet Solutions Ltd	Adrian Trejo	MBE, HUB	Austin	TX
Cumulus Global	Paul Drotch		WESTBOROUGH	MA
Custom Computer Specialists Inc	KYRIAKOS KAIMIS		Hauppauge	NY
Custom Tech Solutions, Inc.	Jayson Truong		Anaheim	CA
CVE Technologies (Cache Valley Electric Company)	Kent Rogers		Salt Lake City	UT
CyberNorth LLC	Jeremy Lombardo		South Portland	ME
CYBEROGUE CORP	Juan Torres	SDVOSB	Deltona	FL
Daly Computers	Ryan Yu		Frederick	MD
Danmark Technologies	Ethan Wallen		Rogersville	AL
Dasher Technologies, Inc	Larry Melvin		Pasadena	CA
Data Center Warehouse LLC	Sergio Ramalho	n/a	Laguna Hills	California
Data Network Solutions Inc	Cathy Lipscomb		Chapin	SC
DATA NETWORKS OF AMERICA	Samantha Hittie		Hunt Valley	MD
Data Storage Science, LLC	Angelica Hayag	WOSB, SB, MO	Sterling	VA
DATALINK NETWORKS INC	Brian Wisdom		Santa Clarita	CA
Datalyst, LLC	Nicole Moniz		LAKEVILLE	MA
Dataway US	Dyan Whyte	SB	San Francisco	CA
DCI Technology Solutions, LLC	Gary Eckert	N/A	Branchburg	New Jersey
Decision Tree, Inc.	Brent Lawson	WOSB	El Paso	TX
Derive Technologies, LLC	Mitch Martinez	MBE	New York	NY
DEVELOPMENT GROUP INC	DANIEL LOCKWOOD		Redding	CA
DG Technology Consulting LLC	Debbie Gannaway			
DGR Systems	Amanda Dugger		Tampa	FL
DHE Computer Systems LLC	Greg Ingram		Centennial	CO
DI Technology Group Inc DBA Data Impressions	Ben Ahn		Cerritos	CA
DIGITAL HOME LLC	Henry Johnson	SBA, MBE, NMDSC	KEARNY	NJ
Diltex, Inc.	Rubani Singh	SB, WO, MO	West Covina	CA
Direct Packet Research Inc DBA OneVision Solutions	Brian Houls	Small Business	Irving	TX
DirSec Inc	Mallory Rubbo		Louisville	CO
Distributed Technology Group, LLC (DTG)	Mark Mathenson	SDVOSB	Syracuse	NY
DLC Technology Solutions, INC	Darren Crane		MARLTON	NJ
DOF CREATIONS, LLC	SACED GORDON	MINORITY-WOMAN OWNED BUSINESS	TAMPA	FL
DOX Electronics INC	Dale Musson	WBENC	Rochester	NY
DRCS, LLC	David Robbins		Fayetteville	NY
Dreadnought Endeavors Inc	Rowan Edge	SBE	Calabasas	CA
Dynamix Group, LLC	Laura Hemaur	SB,WO,VO,MO	Milton	GA
DynTek Services, Inc. DBA Arctiq	Darlene Pricher		Irvine	CA
Eastern DataComm	Julie Allen		HACKENSACK	NJ
eCare, LLC	Alan Newman		Montgomery	AL
Ednetics Inc.	Colby VanVoorren		Post Falls	ID
Edsol Communications, LLC	Patricia Mir		Frederick	MD
EDU Tek, LTD	Michele Muffoletto		White Plains	NY
Effective Tech	Shawn Santere		HENDERSON	NV
eGroup Enabling Technologies, LLC	Melissa Dean			
EKC Enterprises, Inc.	Chris Shafer		Fresco	CA
Emergent Technology Services, Inc.	Felicia Joubert	WO, MO, SB	Elk Grove	CA
Empire Computing & Consulting	Gloria Burke		Daytona Beach	FL
Encore Technology Group, LLC	Russell Young	N/A	Piedmont	SC
enDevelopment LLC	Steve Josey	SDVOSB, HUBZone	Newburgh	NY
EOS Systems INC	Stacy Arambages		Boston	MA
ePlus Technology, Inc.	Amy Knowler		Herndon	VA
Ergonomic Solutions, Ltd.	Patricia Jenks		East Rochester	NY
Ergotech Controls DBA Industrial Networking Solutions	Kim Johnson		Richardson	TX
ESECURITY SOLUTIONS, LLC DBA ESECURITYOGO	Alexandra Ruffolo		Irvine	CA
Ethos Network Systems	Enrol McCovey		Fort Mill	SC
EVMOTOR	Torrance Moore	SB	Waynewman	GA
EXONNEX LLC	Syed Taimoor Shah	Minority-Owned Business Enterprise	Marietta	GA
FEDERAL NETWORK SERVICES INC (Leverage Information Systems, Inc)	Douglas Chesler	SB	Woodinville	WA
FIDELIS, INC.	Paul Zimmerman		Renton	WA
Fisch Solutions	Jason Fisch	None	Newburgh	NY
Five 9	Thu Nguyen		San Ramon	CA
Flagler Technologies LLC	Ken Wagner	Emerging/Small/Women Business Enterprise (E/S/WBE)	Boca Raton	FL
Ford Office Technologies	Sean Carnathan	SB	CONNELLSVILLE	PA
Forward Edge (TD)	Chip Logan		Sharonville	OH
Frontier Technology LLC dba MicroAge	Vicki Chacon	SB	Phoenix	AZ
Fusion Digital	Taylor Ferranti	WBE, WO	East Rochester	NY
Future Tech Enterprise, Inc.	Dawn Rhodes		Fort Lauderdale	FL
GCS Imaging, INC	Shaina Massa		Maywood	NJ
GDT General DataTech LP	Ed Bosak		Dallas	TX
GHA Technologies, Inc.	Laurie Coon	SB	Scottsdale	AZ
GIGAKOM	Nancy Mena	SB	San Diego	CA
Gilead Technologies Inc.	Victor Chukwuma	MBE, SBE, HUB, and DBE	San Antonio	TX
GLACIER COMPUTER, LLC	Ron D'Ambrosio	SB, SDB	NEW MILFORD	CT
Global CTI Group, Inc.	Kristin Pitts		Bakersfield	CA
Global Group Holding LLC	Kevin Logan	SDVO	Shreveport	LA
GLOBAL MARKET INNOVATORS, INC.	Mo Hussain	MOSB	Phoenix	AZ
Golden Star Technology, Inc. DBA GST	Dennis Wang	SB, WO, MO	Cerritos	CA
GovDirect, Inc.	Jeff Blair		Clearwater	FL
Granite Financial Solutions dba Granite Data Solutions	Annee Corea	SDVOSB	McClellan	CA
Green Tea Technology LLC	Mike Little	Minority Owned Small Business	Cedar Park	TX
GSS Infotech DBA Atec Group	Ken McKenna		ALBANY	NY
GTS Solutions, Inc.	Tom Booth		Chapin	SC
Guardian Home Services, LLC dba Advanced Classroom Technologies	Britt Domer		Arlington	WA
Guidepoint Security LLC	Michael Volk		Herndon	VA
Harris Technologies	Donna Culver	SB	St. Louis	MO
Heartand Business Systems	Mark Koxlien		Little Chute	WI
Helixstorm Inc	Jill Angues	SB Enterprise	Temecula	CA
Heritage Hub Solutions LLC	Travis Bumgardner	WO, MO, SB	Prescott Valley	AZ
HIC Network Security Solutions LLC	Vanessa Lardiere		MADISON	NJ
High Performance Technologies	Neal Lord		Charlotte	NC
High Point Networks LLC	Andy Middlemiss		West Fargo	ND
Horizon Telephone System DBA HTS Voice & Data Systems	Troy Salanis	MO	San Antonio	TX
Huber & Associates Inc	Lindsay Hoffmann	WBE	Jefferson City	Missouri
I Copy, Inc DBA IBE Digital X-Tech Systems	Stoan Varing	MBE	Garden Grove	CA
iConvergence	Kirk Gilbeau		Lafayette	LA
Impex Technologies LLC	Katie Vizgirda	MO	El Segundo	CA
Inacomp Technical Services Group LLC	Jamie Ogden		Southfield	MI
InCare K12, LLC	Pam Williams		Birmingham	AL
Industrial Surface Solutions LLC	Rene Orona	SB, VOSB, SDVOSB	Bellevue	WA
Ingram Technologies LLC	David Ingram		Austin	TX
Integra Business Center Inc/DBA IntegraONE	Linda Sadler	Small Business	Allentown	PA
Integrated Office Solutions	Alphonzo Henderson	SB	Forest Park	GA
INTELLI-TECH	Rosy Salgado	WO	La Verne	CA
Internat Dev, LLC	Jesse Call		Rosewett	NY
International Data Link	Jen Lis		ROCHESTER	NY
Internet Content Management	Ted Dawson	WO	Ridgeland	MS
INTERSECT TECHNOLOGY GROUP INC.	Steve Norton		ALPHARETTA	GA
INVSATEK LLC	Charles Ongele	SDVOSB, WOSB	LANHAM	MD
IP Consulting Inc.	Cherri Mosey	SDB, MO	Woodbridge	VA
IP Data Systems	Cindy Welts	SB	Ellicott City	MD
IPHONE AND IPAD WAREHOUSE	Brian Farrell	SB	Fort Lauderdale	FL
Iron Bow Technologies	Krista Youngblood		Herndon	VA
ISG Technology, LLC	Chris Helvey		Overland Park	KS
ISSQUARED, Inc.	Kimberly Rider	MO	Westlake Village	CA

Reseller Name	Full Name	Diversity Status	City	State
IT Devices Online, Inc.	Ahad Ahmad	SB, MO, Disadvantaged Business	Walnut Creek	CA
IT1 Source, LLC	Ian Dunnington		Tempe	AZ
ITSAVVY LLC	Chris Turner	Minority Owned	Addison	IL
IVOX CONSULTING INC	Conni Elliott		Seattle	WA
IVS Computer Technology Inc.	Suzanne Camarillo	SB, MO	Bakersfield	CA
JC Technology Inc dba Ace Computers	Alan McCutcheon			
Kandu Global Telecommunications, Inc.	David Roosevelt	VO, MO	Beverly Hills	CA
Keystone Business Solutions	Michael Miller		Goodlettsville	TN
KGARY, LLC	Kevin Martin	SDVOSB	Orlando	FL
Kiro Group LLC	Kishan Patel		PARLIN	NJ
KOPESKY ENTERPRISES INC.DBA SURE LOCK TECHNOLOGY	Jonathon Silk		Lawrenceville	GA
KTS OFFICE SERVICES, LLC	KATHY CAULDREN	WOSB, WBE, SDB	LANOKA HARBOR	NJ
KUTELCOM, LLC.DBA EXCELLERE IT SERVICES	Charlie Burnett		Jacksonville	FL
LAKE OCEAN LLC	MIN WANG	MBE	Fort Lauderdale	FL
Lakotec	Kelley Monasterio		North Olmsted	OH
Layer 3	Daniel Smith		Hoover	AL
LEVEL 3 AUDIO VISUAL LLC	Maria Cody		Mesa	AZ
LEVEL SOLUTIONS GROUP, LLC	Kenyon Barnett		HIGH POINT	NC
Lexi Global Corporation	Maria Garcia	SB,MO	Upland	CA
Link Computer Corporation	Tim Morder	SB	Bellwood	PA
Logicials, Inc.	Nikki Perez		Troy	MI
Lucidia IT LLC	Benjamin Groff	WBE	Indianapolis	IN
Lyon Micro, LLC	Kyle Lyon		Canandaigua	NY
M.A. Police Consulting, Inc.	Kelly Palinski		Rome	NY
MABC - Mid Atlantic Business Comm	Greg Miller	VOSB, WOSB, SWAM	PORTSMOUTH	VA
Mainline Information Systems, LLC	Chris Long		Tallahassee	FL
Management Data Systems Int'l, Inc. (MDSi)	Bill Martin	WO	Alpharetta	GA
ManEVisis LLC	Syed Rahman	DBE, MBE, HUB, ACDBE	Austin	TX
Mark III Systems Inc	Stan Wysocki	Women Owned	Houston	TX
Maureen Data Systems, Inc.	Sylvia Lin		New York	NY
McCann Systems	Tom Treichel		Edison	NJ
MCO BUSINESS SOLUTIONS, INC	Chris Morton		Mobile	AL
Mercury Networks	Larry Meister		Penfield	NY
Meredith Digital	Liza Susanti			
MERGENT SYSTEMS INC	Michael DeCrane	SB/DVBE	Folsom	CA
Meridian IT, Inc.	Doug Drake		Deerfield	IL
MGS Group, Inc.	Sylvester Bush		Washington	DC
Micro Computer Systems	David Mcnurlen		Lynnwood	WA
Micro Strategies Inc	Lou Sciacchitano	SB	Parlisppany	NJ
MicroTechnologies LLC (dba MicroTech)	Alexa Cushman	SDVOSB	Delray Beach	FL
Minoria Tech LLC	Rose Robles	HUBZone, WOSB, WBE	Daytona Beach	FL
MJM Systems, Inc.	Denise Spadafora		Somerset	NJ
Modern Networks, LLC	Robert Langdale	n/a	Lake Mary	FL
Monumental Technologies	Josh Jennings		Thorsby	AL
MorseCom	Annette Costello	WOSB, WBENC, VO	Melbourne	FL
MRA International	Scott Cherel		LONG BRANCH	NJ
MRK Technologies, LTD DB Inversion6	Christopher Woycke			
mVation Worldwide Inc	Barry Weinstein	DBE, SB, MBE, HUBZONE	Glen Cove	NY
Natix, Inc	Jody Timmons	SB, SDVOSB, VO	Meadow Vista	California
Net Friends Inc	Krysta Acevedo	SBA, MO	Durham	NC
Netconverse	Chris Clark	SB	Tampa	FL
Network Digital Security	Jen Peters	MO	Alpharetta	GA
Network Outsource Inc	Adam Mahoney		New Hyde Park	NY
Networking Technologies, LLC	Wendy DeArment	SB	Erie	PA
New Tech Solutions, Inc.	Rajesh Patel	SB, MO	Fremont	CA
Nfina Technologies	Warren Nicholson		Mobile	AL
NIC Partners	Kalen White		Rancho Cucamonga	CA
NICKEL TECHNOLOGIES INC DBA NITECH	Trude Meyers	DVBE,SB	Irvine	CA
Nisewonger Audio Visual Center, Inc.	Ashley Yates		Lawrenceville	GA
NMC Managed Services - NMCMIS	Syed Shakil	SB, MO	EAST HANOVER	NJ
Northeast IT	Brian Sullivan		WEST SPRINGFIELD	MA
Now Micro Inc.	Marty Linden		Mendota Heights	MN
NSTV2, LLC DBA SOURCEPASS	Doug Simon		MELVILLE	NY
Nth Generation Computing, Inc.	Joyce Russell	WBE	San Diego	CA
NTT AMERICA INC	Julie Campbell		New York	NY
Nuage	Karl Carichner		Tunkhannock	PA
NutMeg Consulting LLC	Russ Cormier		MIDDLETOWN	CT
NWN Corporation (Carousel Industries of North America)	Adam Frankel		Exeter	RI
NXT Gen Technologies	Paul Mansur	SB	MIAMI	FL
OBFUSCATION CONTRACTING LLC	Brandon Hedge		JEFFERSONTON	VA
Ocean Computer Group	Louis Tsotakos	SB	Matawan	NJ
OETC - ORGANIZATION FOR EDUCATIONAL TECHNOLOGY AND CURRICULUM	Thomas Richards		Salem	OR
Office Basics INC	Mike Vail		BOOTHWYN	PA
Office Mangement Systems, Inc. dba Logista Solutions	Vic Murphy		Columbus	MS
ONE TECHNOLOGY CORPORATION	Pete Rivers	SB	Parker	CO
OneNeck IT Solutions, LLC	Juli Cambron		Madison	WI
Optimus TechServices, LLC DBA Seamless Advanced Solutions	LeeAnn Colon	HUB, MBE	Bee Cave	TX
Optiv Security Inc.	Amy Powell		Denver	CO
ORE POWER LLC	Tanner Timmons		CALIFON	NJ
Pacific OneSource, Inc. dba STS Education	Madeline Wilson		San Diego	CA
PACKET FUSION INC	Sarah Ashley		Pleasanton	CA
Panamerica Computers, dba PCI Tec	Mike Shaffer	SB, WOSB, HZ	LURAY	VA
Panzer Security Consulting Inc	Jacob Idaji	SDE, MBE, SBE, HUB	Denton	TX
Pascack Data Services, Inc.	Howard Adler	Compliant with Certificate of Employee Information Report 19117	Hawthorne	New Jersey
PC Solutions & Integration Inc	Danny Poindexter	WO, MO	Miami	FL
PC Specialists, Inc. dba Technology Integration Group (TIG)	Jerrie Dodd	MOSB	Poway	CA
PC University Distributors Inc	Sandy Ramjit		Valley Stream	New York
PCN Strategies, Inc.	Tracey Gladish		Washington	DC
PCS Mobile	Mitchell Murray		Scottsdale	AZ
Peoria Typewriter (PTC Select)	David Jaegle		Peoria	IL
Phaeton Solutions	Anthony Cole	MBE, DBE, 8(a) SDB	Reston	VA
Philip M. Casciano INC dba PMC Associates	Bryan Casciano		HAZLET	NJ
Pinnacle Business Systems Inc	Jillian Doli	NA	Edmond	OK
Pinnacle Network, LLC	Robert Farrow	Woman Owned	Wetumpka	AL
Pitt Bull Secure Technologies, Inc.	Brett Summers		Johnstown	PA
PKA Technologies, Inc.	Ricky Liber	WBE	Montvale	NJ
PMC Associates	Vincent Kerney		HAZLET	NJ
PNJ Technology Partners INC	Westly Boswell		Albany	NY
Porter Burgess Company DBA Flair Data Systems	Robert Burgess		Plano	TX
Portola Systems, Inc.	Ryan Miller	SB	Santa Rosa	CA
Presentation Concepts Corporation	Samantha Haun	Small Business, Woman Owned (NYS Pending)	Syracuse	NY
Presidio Networked Solutions Group, LLC	Jackie Annett		Fulton	Maryland
Princeton ITS	Ravi Karamsetty		Princeton Junction	NJ
Projectized Solutions LLC	Errol Sykes	HUB, DBE, SBE, MBE, AABE	San Antonio	TX
PROLOGIC ITS, LLC	MANDY RUSCH		ACWORTH	GA
Pruitt Communications, Inc. dba PCI Technologies	Tommy Pruitt		Headland	AL
PTS DATA CENTER SOL'S INC	Michael Piazza	SB	Oakland	NJ
Public Safety Solutions Missouri LLC	Tanya Morrison		Springfield	MO
Quality and Assurance Technology Corp DBA Qna Tech	Javier Tejeda	MBE	Mount Sinai	NY
Quarterhorse Technology INC	Ken Fletcher		New York	NY
Quest Media & Supplies, Inc.	Amy Comi	N/A	Roseville	CA
R&M Best Deals, LLC	Romates Moise	SBE, MBE	Riverview	FL
R2 Unified Technologies	Michael Rhyce		Boca Raton	FL
Radiant Resources, Inc.	Lois Marie Nealon		Spring Lake	New Jersey
RAMCO RUGGED PORTABLES INC, A DIV OF ABACUS TECHNOLOGIES	Jeremy Putnam		Naples	FL
RASIX COMPUTER CENTER, INC. DBA www.GOVSUPPLIER.com	Ash Shah	MO, SB, Asian Indian	Chula Vista	CA

Reseller Name	Full Name	Diversity Status	City	State
Ready Networks Technologies	Sam Barhouneh		North Palm Beach	FL
Red River Technology LLC	Phillip Weser		Claremont	NH
Redline Networks, LP	Ivor Flannery		Carrollton	TX
Rel Comm, Inc.	Joseph Marasco	SB	Rochester	New York
Richline Technical Services, LLC	Josh Richline	SB	Corpus Christi	TX
Right Systems	Sean Padgett		Lacey	WA
Robinet Consulting, Inc.	John Robinet	VOSB	Hampton	GA
RO-IT, LLC	Michael Simmons	WBE, MBE	Las Vegas	NV
ROK Brothers	Jason Clements		Millersville	MD
RTI Riverside Technologies Inc	Erica Kallweit	n/a	North Sioux City	SD
RTS Solutionz Inc	Ryan Marrs	MBE	Atlanta	GA
Safari Micro, Inc.	Michael Day		Chandler	Arizona
SAI INFOTEK INC	Ashalatha Kelam	WOSB	WESTBOROUGH	MA
Saitech Inc.	Sam Sharma	MBE, SB	Fremont	CA
Sanity Solutions Inc	Sheila Gentile		Denver	CO
SATURN BUSINESS SYSTEMS	Lou Siegel	MBE	New York	NY
Sayers	Kevin Whitaker		Vernon Hills	IL
Seamless Advanced Solutions, LLC	LeeAnn Colon	HUB & MBE Certified	Austin	TX
Sector, LLC	Ryan Surber		Urbandale	IA
Secure Data Technologies, Inc.	Derek Herbison		O'Fallon	IL
Secure Operating Solutions LLC	Alexander Orneke	Minority	Richmond	TX
Sedara, LLC	Andrew Aul		Buffalo	NY
Sehi Computer Products, Inc.	Carol Taylor		Rochester Hills	MI
Sencommunications, Inc.	Dayo Olabisi		Tampa	FL
Sentinel Technologies Inc	Joana Valentin	n/a	Downers Grove	IL
Sequel Data Systems, Inc.	Jonathan Clifton		Austin	TX
Sequentex	Melissa Friskney	WOSB	Boynton Beach	FL
SILVERSKY	Anna Drake		MILFORD	CT
SimpleCom - Simple Communications Technologies	Brian Adams	NA	Harrisburg	NC
SINNOTT WOLACH TECHNOLOGY GROUP INC	Jeff Wolach		PALM BEACH GARDENS	FL
SLED IT Solutions, Inc.	Harry Singh	SB	Roseville	CA
Softchoice Corporation	David Butkiewicz		Chicago	IL
Solid IT Networks, Inc.	Patrick Johnson	Small Business	Houston	TX
Solutionz, Inc.	Michael Frank	MO	Los Angeles	CA
Solvix Solutions LLC	Anthony Rock	DBE, WOSB	MARLTON	NJ
Source Inc of Missouri dba Source Inc	Brandon Reid		Lenexa	KS
SOUTHEAST SECURITY CORP	Joe Lentine	SB	SHARON	OH
Southern Computer Warehouse, Inc.	Valerie State	SB	Marietta	GA
Southland Technology Inc	Carolina Camberos		San Diego	CA
Squadra Solutions LLC	Lisa Graner		MCLEAN	VA
SSP Data, Inc	Sandesh Mutha	MBE	Richmond	CA
Starlight Technology	Carson Gitter		Ham Lake	MN
Stealth Tech Services	Brian Davis	SDVOSB	Marietta	GA
Steepmeadow Solutions LLC	Steve Sharpless		Austin	TX
STEP CG, LLC	Jim West		Covington	KY
Sterling Computers Corporation	Lynette Lambing	WOSB	North Sioux City	SD
STG- Scien Technology Group LLC	Jeff Sallusto	WBE, WO	FLORAL PARK	NY
StorCom	Trent Jones	SB	Geneva	IL
STRATEGIC ENDEAVOR LLC	Brian McCafferty	8a, SDVOSB, SDB	CENTREVILLE	VA
Strategix	Sean Brown	SB	Richmond	KY
STRONG CRYPTO INNOVATIONS LLC	Alex Fry		Luray	VA
Structured Communication Systems, Inc.	Si Nae Lim	N/A	Clackamas	OR
Swish Data	Jordyn Simoes	VOSB, SDVOSB, HUBZONE	McLean	VA
SWS GROUP INC DBA BLINK IT SOLUTIONS SWS WHOLESALE	Yadhira Marquez	SB, WO	Ortario	CA
Symbiote IT Solutions	Matthew Hinton		Clarksville	TN
SYNACKTEK LLC DBA 443 Technologies	Mike Bates		Shelton	CT
Synchronous Technologies	Nancy Sauber		FFE	WA
SYNERGISTIC AGILITY LLC	Carl Benbow	8a	OWINGS MILLS	MD
Synergy IT Solutions of Nys, Inc	Nick DeVore	ESOP ownership	Cheektowaga	NY
SYSTEM TECH INC	Dave Lawes		Boise	ID
Tanches Global Management, Inc.	Tanaz Choudhury	HUB, CMBL, WBE, SBE, MBE, WOSB, WBENC	Houston	TX
Team 29B, Inc	Brian Snead		Pasadena	MD
TEC34, LLC	Phil Abeyta	SB, MO	Albuquerque	NM
Tech Heads, Inc	Landy Kindle		Portland	OR
TechEx Team	Ted Cullinan	Small Business	Dearborn	MI
TECHNEGON, LLC	Thomas Richards		Spokane	WA
Technology Group Solutions LLC DBA TGS	Richard Long	WBE, MBE - Certified Minority and Woman-owned Business Enterprise	Lenexa	KS
TechPower Solutions Inc	Maryanne Caras		Redmond	WA
Techworks Consulting	Thomas Lohr	N/A	Ronkonkoma	NY
Tec-Refresh, LLC	Efrem Gonzales		Andover	MA
Tego Data Systems	Johanna Berry		Raleigh	NC
Tekki LLC	Rich Gatchalian	SB, MO, VO, SDVO, Small Disadvantaged	San Jose	CA
Teklinks DBA Cspire	Jeremy Russell		Ridgeland	MS
Telanet INC	Martene Galvez		NEW YORK	NY
Teracai Corp	Chris Spauling		SYRACUSE	NY
TGIPOWER LLC dba iPower Technologies	David Spano		Boca Raton	FL
The Fulcrum Group, Inc.	David Johnson	Texas HUB (Historically Underutilized Business)	Keller	TX
The Habits Group, LLC	Zach Johnson	Small Business, Veteran Owned, Minority Owned, 8a, SDVOSB, DisAbilityIn, SCTR	Austin	TX
The Personal Computer Store, Inc. dba Avinext	John Crockett		College Station	TX
THE ROOT GROUP INC	Becky Nelson	SB	Boulder	CO
Thomas Consultants, Inc.	Kevin Brent	WBE	Memphis	TN
Thomas Galloway Corporation DBA Technologent	Greg Hoffman	WBE, WBENC	Irvine	CA
Thornburg Computer Services, LLC	Brett Hansen	WBE	Olympia	WA
Tier4 Technologies	Jeremy Lacey		Texarkana	TX
TommyTOL LLC	Thomas Macak	HUBZone SB	Seattle	Washington
Toobz LLC	Biran Zhang	SWAM, SBA (8A)	ARLINGTON	VA
TouchPoint, Inc.	Lisa Harper	WOB	Jacksonville	FL
Trace3, LLC	Jim Loznak		Irvine	CA
TRI-DELTA RESOURCES	Jeff Grant		CANANDAIGUA	NY
Tri-Tronics Pro Electronics, LLC	Tommy Nipper	VO	Lillington	NC
Troubadour Technology, INC	Jim Rindo		LOWELL	MA
TSA, Inc. / Technical & Scientific Application Inc.	Jeffrey Long	WOSB, MOSB, VOSB	Hoover	AL
TSM Consulting Services, Inc	Rick Meyers	Small Business	Rockwall	TX
Turtle & Hughes	Randy Roessle	WBE, WOSB	CLARK	NJ
United Business Technologies - UBTI	Cindy McCormack		GAITHERSBURG	MD
United Data Technologies Inc. / UDT	Legat Support	MO	Miramar	FL
UPSTATE WHOLESALE SUPPLY INC, DBA BRITE	Linsey Cooksey		FISHERS VICTOR	NY
VALCOM SALT LAKE CITY, LC DBA VLCM	Matthew Shelley		Salt Lake City	UT
Vancord (formerly TBNG)	Michael Grande	SB	MILFORD	CT
Vandis Inc.	Max Slygh		Albertson	New York
Vector Resources Inc	Mark Allen		Torrance	CA
Verge Innovation, LLC	Karen Johnson			
VeriNext corp	Murray Granger		Blue Bell	PA
Verteks Consulting, Inc.	John Childers		Ocala	FL
Virtucom	Sean Beck	WO	Peachtree Corners	GA
Vision21 Solutions LLC	Derek Jatto	WO	Raleigh	NC
Vivacity Tech PBC	Collette Morris		St. Paul	MN
VLR ENTERPRISES, INC DBA VDC TECHNOLOGIES	Vactronia Russell	SB	Jacksonville	NC
vTech Solution INC	Kartik Hirpara	8(a), SDBE, MO	Washington	DC
WARDS MEDIATECH INC	Steve Ward		Springville	UT
WB Mason	Matthew Rogers		BROCKTON	MA
Westwind Computer Products Inc	Jennifer Schreuders	SB, HUBZone, WOSB, MBE	Albuquerque	NM
White Rock Security Group, LLC DBA White Rock Cybersecurity	Odessa Ciales-Smith	n/a	Dallas	TX
Wholesale Computer Exchange	Tom Quinn		Trumbull	CT
Winslow Technology Group, LLC.	Rita Sullivan		Waltham	MA
WTI Holdings LLC DBA Waterfield Technologies	Klaus Hillmann		Tulsa	OK

Reseller Name	Full Name	Diversity Status	City	State
Xentegra LLC	Drew Hill	SB, MO	Huntersville	NC
Xerox IT Solutions, LLC	Angela Barlow		Oak Brook	IL
Xiologix LLC	Sheryl Still	WBE, SB	TUALATIN	OR
XIT Inc. DBA XIT Solutions	Dipti Pradhan		Bakersfield	CA
Y & S Technologies Inc	Mordy Finck		BROOKLYN	NY
YourTeg, LLC	Brian Gorr		Plainfield	IL
Z SofttechSolutions, LLC	Leticia Alexander	WO, MO, HubZone	Atlanta	GA
Z7 Solutions	Shelley Aleksic	WO, MO, SB	Orlando	FL
Zivaro, Inc.	Jasmine Emilio	SB	Denver	CO
ZPro Solutions	Saad Faisal		NAPLES	FL
ZUNESIS INC	Tom Savage		BROOMFIELD	CO

Region 4 Education Service Center (ESC)

Contract # R250307

for

Cyber Security Solutions and Services

with

TD SYNnex Corporation

Effective: October 1, 2025

The following documents comprise the executed contract between the Region 4 Education Service Center and TD SYNEX Corporation, effective October 1, 2025:

- I. Vendor Contract and Signature Form
- II. Executed Offer and Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

*This Contract ("**Contract**") is made as of June 24, 2025 by and between TD SYNnex Corporation. ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Cyber Security Solutions ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 25-03 for ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) **Term of agreement.** The initial term of the Contract is for a period of **three (3) years** unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to **two (2) years** after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall consist of this Contract, any Purchase Order (or other similar document agreed to in writing by Region 4), Region 4's Standard Terms and Conditions for Procurement Solicitations, the RFP and any Addenda, Region 4's Electronic Bid Certifications, the Offeror's Best and Final Offer(s), as accepted by Region 4, and the Offeror's Proposal, as accepted by Region 4, each instrument incorporated herein by reference.
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract,
 - ii. Any Purchase Order (or other such similar document agreed to in writing by Region 4),
 - iii. Region 4's Standard Terms and Conditions for Procurement Solicitations,
 - iv. RFP and any Addenda,
 - v. Region 4's Electronic Bid Certifications,
 - vi. Offeror's Best and Final Offer, as accepted by Region 4, and
 - vii. Offeror's proposal, as accepted by Region 4.
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. Conditions of cancellation are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "NON-PERFORMANCE /TERMINATION OF CONTRACT".
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. Conditions of Force Majeure are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "FORCE MAJEURE".
- e) Standard Cancellation for Convenience. Region 4 ESC may cancel this Contract in whole or in part for convenience and without cause by providing written notice. Such cancellation will take effect 30 calendar days after Region 4 sends the notice of cancellation. After the 30th calendar day all work will cease following completion of final purchase order, provided that when Region 4 may in its sole discretion direct Contractor to cease performance of the contract at any time during the 30 day notice period, in which case Contractor shall discontinue any further charges to Region 4.
- 12) Licenses. Maintenance of licenses are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "LICENSES AND PERMITS; PERFORMANCE".
- 13) Survival Clause. Conditions of survival are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "SURVIVAL".

- 14) Delivery. Conforming products shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled by Region 4 if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval.. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Audit rights are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "RIGHT TO AUDIT".
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Longer warranty periods and other specifications may be required if indicated herein or through supplemental terms by Region 4.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. This requirement is in addition to other provisions contained in this RFP related to criminal history information.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract.
- 30) INDEMNITY. CONTRACTOR SHALL PROTECT, INDEMNIFY, AND HOLD HARMLESS BOTH REGION 4 ESC AND ITS ADMINISTRATORS, EMPLOYEES AND AGENTS AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING FROM THE ACTIONS OF THE CONTRACTOR, CONTRACTOR EMPLOYEES OR SUBCONTRACTORS IN THE PREPARATION OF THE SOLICITATION AND THE LATER EXECUTION OF THE CONTRACT. ANY LITIGATION INVOLVING EITHER REGION 4 ESC, ITS ADMINISTRATORS AND EMPLOYEES AND AGENTS WILL BE IN HARRIS COUNTY, TEXAS.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Should the original or addended proposal solicitation identify insurance is required to perform a work, certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

REGION 4 EDUCATION SERVICE CENTER

STANDARD TERMS AND CONDITIONS FOR PROCUREMENT SOLICITATIONS

These Standard Terms and Conditions for Procurement Solicitations ("Terms and Conditions" or "General Terms and Conditions"); the terms and conditions specified in REGION 4 EDUCATION SERVICE CENTER'S Contract with VENDOR; any Purchase Order (or other similar document agreed to in writing by Region 4); the procurement solicitation and any addenda, exhibits or forms to same ("RFP") (if any); the REGION 4 ESC Electronic Bid Certifications; and the portions of VENDOR'S proposal submitted in response to the RFP, including any best and final offers, that were accepted by REGION 4 ESC represent the basis for VENDOR to deliver the required goods and/or services. In the event of a conflict or inconsistency between or among the documents that form the entire agreement, the following order of precedence shall control: (1) the Contract; (2) any Purchase Order (or other similar document agreed to in writing by Region 4); (3) these Terms and Conditions; (4) the RFP and any Addenda; (5) Region 4's Electronic Bid Certifications; (6) VENDOR's Best and Final Offer, as accepted by Region 4; and (7) the portions of VENDOR'S proposal submitted in response to the RFP that were accepted by REGION 4 ESC. The Contract supersedes all prior offers, negotiations, exceptions, and understandings, whether oral or in writing.

GENERAL TERMS AND CONDITIONS

1 PROPOSAL PREPARATION

.1 Contract for Purchase

The Contract(sometimes referred to as "Contract" or "Agreement") constitutes a binding contract between REGION 4 Educational Service CENTER ("REGION 4 ESC", "REGION 4" or "CENTER") and the VENDOR ("VENDOR"), having submitted a proposal in response to a procurement solicitation issued by REGION 4 ESC and whose proposal has been accepted and awarded by REGION 4 ESC, to furnish the goods and/or services specified on the face of the Agreement. This Agreement shall govern each purchase by REGION 4 ESC from VENDOR and is part of the terms and conditions of any purchase order or other similar document agreed to in writing by Region 4 issued in connection with this solicitation.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR FORM, PROPOSAL AND/OR OTHER DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED HEREIN SHALL BE CONTROLLING IN ALL INSTANCES. No pre-published terms on VENDOR'S order acknowledgments, invoices, or other forms shall have any force or effect. Acceptance of the VENDOR'S goods and/or services does not equal acceptance of any of the terms and conditions or other contractual provisions which may be stated in the VENDOR'S forms, proposals, and/or other documentation, except as specifically provided herein.

Notwithstanding anything to the contrary contained in these Terms and Conditions, upon the CENTER'S acceptance of a proposal, the VENDOR and the CENTER will have entered a binding contract. A solicitation/proposal does not become a contract unless and until it is accepted in writing by REGION 4 ESC after all necessary approvals, including any required approval by the REGION 4 ESC Board of Directors. The Agreement is enforceable from the time of the CENTER'S acceptance, without regard to the time of notification to the VENDOR of such acceptance.

.2 Waiver of Preparation Costs and Claims

By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against REGION 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the receipt, handling, administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

REGION 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by REGION 4 ESC.

.3 Confidentiality

Trade secrets and confidential information in the proposals must be clearly identified. If a VENDOR believes that a proposal is, or parts of a proposal are confidential, then the business organization must specify. The VENDOR must stamp in bold letters or watermark the term "CONFIDENTIAL" on that part of the proposal that the bidder believes to be confidential. The successful proposal may be considered public information even though parts are marked confidential. Copyrighted proposals are unacceptable and will be disqualified as unresponsive.

.4 Preparation Guidance

A representative of the proposing entity authorized to enter into contracts on behalf of the proposing entity must manually sign proposals in ink or electronically, as applicable. The person signing the proposal must indicate their title along with their signature. Proposals received without proper signatures will not be considered. At times, more readily editable versions of documents will be provided where necessary to facilitate the ease of providing information back to the CENTER for all VENDORS. **ALL DOCUMENTS SET FORTH IN THIS PROPOSAL SOLICITATION SHALL REIGN OVER ALTERED VERSIONS PROVIDED BY THE PROPOSER UNLESS SUCH DEVIATIONS OR MODIFICATIONS ARE DOCUMENTED AND SWORN TO ON THE PRESCRIBED AND PROVIDED DEVIATION/COMPLIANCE/ACKNOWLEDGEMENT FORM INCLUDED IN THE PROPOSAL REQUEST AND ACCEPTED IN WRITING BY REGION 4.**

VENDORS or their authorized representatives are expected to fully inform themselves of the terms, conditions, requirements, and specifications of this invitation before submitting proposals. Failure to do so will be at the VENDOR's own risk. The law makes no allowance for errors of omission or commission on the part of the proposal companies; furthermore, the VENDOR cannot secure relief on the plea of error or ignorance concerning any requirement included in the proposal invitation.

If a pre-proposal meeting is held, that information will be indicated on page one (1) of the Notice to Propose or indicated explicitly in the electronic bidding portal. VENDORS are welcome to attend the proposal opening via Zoom at the date and time indicated in this proposal solicitation; however, VENDOR presence is not required, and no weight or other consideration toward any award decision will be given to any VENDOR s' attendance or absence at the proposal opening. The form and content of the proposal recaps will be at the sole discretion of the management and staff of REGION 4.

Proposals shall be submitted only on the forms provided by REGION 4. Deviations from the General Conditions and Specifications shall be conspicuously noted in writing by VENDOR and included in the proposal.

Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area firms are especially invited to submit proposals.

2 STATEMENT OF INCLUSION/APPLICABILITY

These General Terms and Conditions apply to all proposal invitations issued by REGION 4. By this inclusion, they become an integral part of any contract awarded or purchase order issued in association with this proposal invitation.

3 GENERAL TERMINOLOGY

Throughout this document, the terms "Member," "Participating Member," etc., are used interchangeably to mean "the collective, cooperative association and the related activities of the management and staff of REGION 4 and any one or all of its participating school entity or other cooperative members and their management and staff."

The section titles contained in these Terms and Conditions document are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

No number listing of factors, or organization of subject matter or criteria in this document constitutes an order of preference, precedence, or importance unless specifically stated to the contrary.

4 CONTRACT PERIOD

The term length for any contract resulting from any award under this proposal is stated in the Contract, RFP, Purchase Order or other Contract document, as applicable. Unless otherwise indicated in these Terms and Conditions, all proposal pricing will be firm throughout the Contract period.

5 ADDENDUMS

REGION 4 reserves the right to revise and amend the specifications before the date set for the bid opening. It is the responsibility of each VENDOR, before submitting their proposal, to review <https://region4esc.ionwave.net> to determine if any addendums have been issued.

If any changes to this proposal invitation occur after the original proposal invitation, the changes or corrections to this invitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original proposal invitation or any previous addendum.

Each addendum will be sent to all entities that have received a copy of this proposal invitation. REGION 4 or their appointed representative is the sole authority for issuing any addendum related to this proposal. Any communications from any person or entity other than REGION 4 regarding any matters related to this proposal are invalid and will not influence this proposal invitation.

Each addendum must be acknowledged and signed by the VENDOR. The addendum acknowledgment form must be submitted along with the proposal submission before the bid opening date and time indicated the proposal solicitation.

6 CHANGES AND AMENDMENTS

This Agreement may be changed or amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. No such changes or amendments shall have any effect unless and until a written amendment to this Agreement is executed by REGION 4 ESC's Executive Director (or designee) after any necessary approvals have been obtained from the REGION 4 ESC Board of Directors.

7 REQUESTS FOR EXPLANATION/INTERPRETATION

Any explanation desired by a prospective VENDOR regarding the meaning or interpretation of any part of the proposal documents must be requested in writing to the REGION 4 ESC Procurement Contract Specialist identified in this solicitation at least five (5) REGION 4 ESC business days prior to the date set to receive proposals, in order to allow a response to reach all prospective VENDORS s before the submission of their proposals. Any REGION 4 ESC response, interpretation, correction, approval, supplemental instruction or change to the proposal documents will be made in the form of a written addendum and will be posted at the location where the original bid solicitation was accessed. Sole authority for issuing addenda shall be vested in the REGION 4 ESC Procurement Department. All interpretations and/or clarifications considered necessary by and approved by the CENTER in response to a prospective VENDOR'S written request will be issued by such addenda; verbal requests for clarification or additional information will not be addressed.

Receipt of any addenda issued by the CENTER shall be acknowledged by all prospective VENDORS s with their proposal submissions. The CENTER reserves the right to reject any proposal due to its failure to incorporate addenda, and the CENTER further reserves the rights: to waive any and/or all formalities, irregularities, and/or technicalities; to be the sole judge of quality and suitability; and to accept any proposal and/or to reject any or all proposals or part(s) of a proposal, without reason or cause. The issuance of the procurement solicitation in no way obligates REGION 4 ESC to award, enter into an agreement, or purchase any goods and/or services.

8 SPECIFICATIONS

Specifications have been developed by REGION 4 and are intended to give information on the type and kind of service requested. Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item s VENDOR specifications between the product descriptions and any brand names, models, or reference numbers used, the product descriptions will override the brand names or model number references.

Most proposals on brands of equivalent nature and quality will be considered, provided a reputable manufacturer regularly produces them. However, in some cases, REGION 4 may find it advantageous to standardize equipment and supplies by the manufacturer to achieve efficiencies in procurement, repair, and operation, match existing stock, or satisfy other requirements. In these cases, the specific products identified as "approved brands" will be preferred, especially if all other evaluation factors are equal. For this reason, where particular brands or models are identified, the VENDOR should propose the specified item and an alternate brand or model where desired.

The apparent silence of the specifications as to any detail or the evident omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices shall prevail. All interpretations of the specifications shall be made based on this statement.

If you discover or suspect an error in the item specifications in this proposal invitation, please note it as part of your response. We will attempt to correct errors for future proposal invitations.

9 CONTRACTOR'S RESPONSIBILITY

Before submitting a proposal, VENDORS shall carefully examine the specifications and related documents, visit the site(s) of the work and fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the contract. The VENDOR, if awarded the contract, shall be allowed no extra compensation by reason of any matter or thing which the VENDOR might have or should have fully informed himself prior to the deadline. The submission of a bid indicates that the contractor has visited the site(s), familiarized themselves with the local conditions under which the work is to be performed, and correlated their observations with the requirements of the contract documents.

Supervise and direct the work and be solely responsible for all methods, techniques, procedures, and coordination of the work under this contract.

Initiate, maintain, and supervise safety precautions in connection with the work. The contractor shall obtain approval from the Facility Director for the location of equipment, supplies, and access during the work.

Take all precautions necessary for the safety of and provide protection to prevent damage, injury, or loss to:

- All employees on the premises and all other people who may be affected thereby.
- All the work and all materials to be incorporated therein, whether in storage on or off the site.
- All property at and adjacent to the sites, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. All property damaged due to work operations shall be restored by the contractor to its original condition at no charge.
- Please comply with all applicable laws, ordinances, rules, regulations, and orders of all public authorities having jurisdiction for the safety of persons and property to protect them from damage, injury, and loss.
- Secure all necessary licenses and permits required to perform the work.
- All work shall take place in accordance with the contract documents, be completed in all parts, and be in accordance with approved practices and customs.

10 SUBCONTRACTORS

The VENDOR shall not subcontract services provided in this solicitation without prior written approval by REGION 4 ESC. If the CENTER gives written permission for VENDOR to use subcontractor(s) in the performance of any part of this Agreement, VENDOR shall ensure that each subcontractor complies with all provisions of this Agreement and shall be fully responsible to REGION 4 ESC for all acts and omissions of the subcontractors, just as VENDOR is responsible for VENDOR'S own acts and omissions. VENDOR shall require each subcontractor to maintain and to furnish VENDOR with satisfactory evidence of Workers Compensation, Employer's Liability, and such other forms and amounts of insurance which VENDOR deems reasonably adequate. VENDOR shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of all goods and services under this Agreement. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between REGION 4 ESC and any such subcontractor, nor shall it create any obligation on the part of REGION 4 ESC to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

11 INSURANCE REQUIREMENTS

VENDOR shall comply with all of the CENTER'S insurance requirements. VENDOR shall carry and maintain in full force and effect, for the duration of this Agreement, the following insurance coverages, in the amount(s) set out in the sub-sections that follow and with responsible insurer(s) (rated A or better by A.M. Best) acceptable to the CENTER: Workers' Compensation; Employers' Liability; Commercial General Liability; Automobile Liability; and Umbrella Liability. VENDOR'S insurance coverage shall be in accordance with the following requirements:

- .1 REGION 4 ESC shall be designated as an Additional Insured on the Commercial General Liability, Automobile Liability, and Umbrella Liability policies. In addition, REGION 4 ESC shall be named as an alternate employer on the workers' compensation policy.
- .2 VENDOR shall cause the insurance policies to: provide that any losses will be payable notwithstanding any act or negligence of the CENTER or any other person; provide that the insurer will have no right of subrogation against REGION 4 ESC; and be reasonably satisfactory to the CENTER in all other respects.
- .3 All of VENDOR'S insurance coverage shall be primary and non-contributory.
- .4 All insurance policies required under this Agreement shall contain a provision that at least thirty (30) days' prior written notice shall be given to REGION 4 ESC in advance of the effective dates of any cancellation, reduction, modification, termination, material change, or non-renewal of such insurance policies.
- .5 VENDOR shall maintain insurance coverage in the amounts specified by the CENTER. The VENDOR shall not commence any portion of the work under this Agreement until all the insurance required herein and certificates of such insurance have been filed with and approved in writing by REGION 4 ESC.
- .6 There shall be a hold harmless agreement in which the VENDOR assumes liability on the Agreement and holds REGION 4 ESC harmless.
- .7 The VENDOR shall purchase and maintain in force the following types and amounts of insurance for the performance of all of its obligations under this Agreement and provide REGION 4 ESC with a certificate(s) of insurance as evidence. Certificates of Insurance on the current ACORD form shall be issued to the CENTER prior to the start of work showing all required insurance coverage. Copies of such insurance documents shall be part of the Agreement documents, and the VENDOR shall maintain such in force throughout the term of its Agreement with the CENTER.
- .8 Casualty Insurance and Securities-Minimum Requirements:
 - a. Successful VENDOR must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws, as well as Employer's Liability with required statutory limits per accident.
 - b. Comprehensive-General Liability Insurance (Occurrence basis only - Bodily Injury and Property Damage): Each Occurrence - \$1,000,000; Aggregate - \$2,000,000
 - c. Comprehensive Automobile Liability Insurance- Business (Commercial) Automobile Liability Insurance*: Bodily Injury and Property Damage covering all owned, non-owned and hired vehicles:
 - d. Bodily Injury and Property Damage Combined Single Limit: \$1,000,000
 - e. Umbrella Liability Insurance (Excess): \$1,000,000

No deletions/exclusions from standard coverage form shall be allowed without the prior written consent of REGION 4 ESC's CHIEF FINANCIAL OFFICER, or designee. The VENDOR shall have ten (10) REGION 4 ESC business days from the date of the award of the Agreement to furnish the REGION 4 ESC Procurement Department the required insurance certificates. No work shall commence until a copy of VENDOR'S current insurance certificate(s) is/are received at and approved in writing by the REGION 4 ESC Procurement Department, 7145 West Tidwell Road, Houston, Texas 77092.

When insurance is required, the above limits are the minimum required by REGION 4 ESC. REGION 4 ESC reserves the right to require additional coverages and/or higher limits to be carried by VENDOR as specified in the procurement solicitation documentation, as deemed desirable by REGION 4 ESC, depending on the type of project.

12 PROPOSAL EVALUATIONS AND AWARDS

All proposals received in response to this proposal invitation, which are submitted in accordance with the instructions and restrictions contained in the section entitled "Proposal Preparation," will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal invitation.

REGION 4 reserves the right to waive any or all proposing irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposal in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or in any way to best serve the interests of its Members as it perceives those interests to be in its sole discretion.

REGION 4 reserves the right to award contracts to multiple VENDORS. The fact that REGION 4 may make multiple awards should be taken into consideration when responding to this proposal. This is a non-exclusive contract; REGION 4 reserves the right to obtain goods and services from another source as the CENTER deems most advantageous.

REGION 4 ESC does not purchase on the basis of low prices alone. REGION 4 ESC represents that it has considered each of the criteria in Texas Education Code § 44.031(b), thereby fulfilling Section 44.031(b)'s requirement that it "shall consider" the criteria listed in 44.031(b); in accordance with Module 5 of the TEA FASRG and applicable federal laws,¹ REGION 4 ESC has determined which criteria should be considered most important and has assigned weights/points to each criterion based on its importance as outlined in the procurement solicitation. In considering a contract for award, the CENTER may evaluate aspects of the following, as permitted by applicable law:

- Purchase price;
- the reputation of the VENDOR and of the VENDOR'S goods or services;
- the quality of the VENDOR'S goods or services;
- the extent to which the goods or services meet the CENTER'S needs;
- the VENDOR'S past relationship with the CENTER;
- the impact on the ability of the CENTER to comply with laws and rules relating to historically underutilized businesses;
- the total long-term cost to the CENTER to acquire the VENDOR'S goods or services;
- for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the VENDOR or the VENDOR'S ultimate parent company or majority owner:
 - has its principal place of business in this state; or
 - employs at least 500 persons in this state; and
- any other relevant factor specifically listed in the request for bids or proposals.

The CENTER may choose to contract with a single or multiple VENDORS as necessary to obtain the contract mix that is most advantageous. It may be necessary for REGION 4 ESC to establish a competitive range of acceptable responses as part of the evaluation process, or to establish weights for criteria. Such additions, subtractions, or changes to evaluation criteria would be declared elsewhere in the proposal and would supersede this section. If a competitive range is established, responses failing to score in the competitive range may not receive further award consideration.

It is understood that REGION 4, through its management and its Members, may use all means at their collective disposal to evaluate the proposals received on these criteria and the final decision as to the best overall offer, both as to price and to the suitability of the products and services offered to fit the needs of the members of REGION 4, will rest solely with the Board of Directors of REGION 4.

The successful VENDOR(s) will be notified by "Notice(s) of Award" issued by the management of REGION 4.

¹ As a general rule, ESCs and LEAs may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. § 200.319.

13 QUANTITIES

Quantities reflected in this proposal invitation are estimates based upon the projected needs for REGION 4 during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this proposal invitation, but the accuracy of these estimated quantities may be affected by numerous factors including, but not limited to, budgetary adjustments, changing market forces, unintentional errors or omissions, and new construction. Actual needs may be greater or less than the estimated quantities provided.

REGION 4 reserves the right to increase or decrease the order at the same unit price or decrease quantities as funding and needs vary throughout the contract term. VENDORS at the close of the contract period agree not to hold REGION 4 liable for any inaccuracies in estimated quantities.

14 PRICING/ESCALATION/DE-ESCALATION

The request for proposal process provides for full competition among proposals and allows for negotiation with the supplier(s) to obtain the best product and service at the best price. **Under requests for proposals, changes in the nature of a proposal and in prices may be negotiated after proposals are opened.** REGION 4 will evaluate proposals and select the VENDOR offering the most advantageous proposal. Since proposal pricing can be negotiated and is subject to change, no pricing information will be revealed at the public opening. All participating VENDORS will be given the same opportunity if negotiations are started unless otherwise directed by law. The REGION 4 evaluation committee will be the only deciding body in making the decision to negotiate or not to negotiate.

Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC.

No escalation of cost changes in contracted prices or increased rates will be added during the contract period. **Exceptions will be considered at Region 4's discretion if there are state-mandated increases that will affect all applicable VENDORS equally.** The awarded VENDOR agrees not to sell the same product or service at a lower cost to another customer without offering the same pricing discount to REGION 4. In the event that a lower price is provided through any other RFP in the state, REGION 4 will receive that lower price as well.

New technology and products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products offered. VENDOR may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. REGION 4 may reject any additions without cause.

If there is a discrepancy between the unit cost and the total price, the unit cost will stand as the proposal price. The unit cost will be considered the price by weight or the cost whichever is applicable. The unit cost will only be the case price if the package quantity throughout the industry is standardized.

15 TAX

REGION 4 and Participating Members are public jurisdictions that are exempt from sales, excise, and use taxes. REGION 4 and Participating Members, upon individual requests, will provide tax exemption certificates for the VENDOR. Unless otherwise specified in this proposal invitation, sales tax will only be included in any proposal response or invoice submitted by any VENDOR if the VENDOR has requested a tax exemption certificate from the CENTER in writing and failed to receive the same within a reasonable period of time. The limited sales, excise, and use tax laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this proposal invitation, the VENDOR agrees to accept tax exemption information in such form.

16 WITHDRAWALS OR MODIFICATION OF PROPOSAL

Subject to the restrictions discussed below, REGION 4 will consider a written request from any VENDOR that the VENDOR be allowed to withdraw any proposal submitted, but only in its entirety, and only until the due date and time for proposal submission as stated in the request for proposal included with this proposal invitation. A representative of the proposing entity who is authorized to enter into contracts on behalf of the proposing entity must manually sign any request for the withdrawal of any proposal in ink, and the person signing the request must indicate their title along with their signature. No proposal may be withdrawn after the date and time that proposals are due as specified in the RFP. Only proposals that have been submitted consistent with the instructions relating to packaging and labeling of the proposal will be considered for withdrawal.

If there is any question in the mind of the management or staff of REGION 4 regarding the identity of the proposal or the identity of the VENDOR relating to any request for the withdrawal of any proposal, REGION 4 will refuse to allow the withdrawal of the proposal. Withdrawal of any proposal allowed by REGION 4 will require the completion and signature of a written receipt by the VENDOR's representative satisfactory to the management or staff of REGION 4 before the proposal is released. The decision of the management or staff of REGION 4 relating to any matters concerning proposal withdrawal will be final.

If a VENDOR requests to withdraw a proposal and REGION 4 allows the withdrawal of the proposal, the VENDOR may resubmit the proposal, or submit a new proposal, up until the due date and time for proposal submission as stated in the RFP included with this proposal invitation, provided any new submission meets all the qualifications of proposal submission included in these General Terms and Conditions.

If a VENDOR resubmits a proposal that was withdrawn and makes changes to any document in the proposal package, an authorized agent of the proposing entity must indicate alterations made to any proposal document.

All proposals in the possession of REGION 4 at the time proposals are due shall be deemed final, conclusive, and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date and time for proposal submission as stated in the RFP included with this proposal invitation.

17 DEVIATIONS FROM SPECIFICATIONS OR TERMS/CONDITIONS

Any and all limitations, exceptions, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the VENDOR at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the VENDOR'S response will hold the VENDOR accountable to REGION 4 and its Members to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any "approved brands and/or models" identified. The VENDOR should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the VENDOR at a competitive disadvantage or otherwise prevent REGION 4 from considering the proposal on the affected item(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the VENDOR to the remedies identified in the section entitled "Non-Performance/Termination of Contract" and may jeopardize future business from the CENTER.

18 CONTRACTS AND PURCHASE ORDERS

A response to this proposal invitation is an offer to contract with REGION 4 and its Members based on the item specifications and the General Terms and Conditions contained in the proposal invitation. Proposals do not become contracts until they are accepted by REGION 4 through an award notice to the VENDOR and put into effect by the issuance of a purchase order(s) signed by an authorized representative of REGION 4. Purchase orders will be delivered by facsimile, emailed or mailed to the VENDOR. All deliveries and financial transactions will occur directly between the VENDOR and REGION 4.

All contracts and agreements between vendors and REGION 4 shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended.

19 NON-PERFORMANCE/TERMINATION OF CONTRACT

Termination of this Agreement will take place under the following conditions:

- **Termination by REGION 4 ESC**, if the VENDORS refuses or fails to comply, or proceeds in a manner that does not comply, with the Agreement, or otherwise breaches any provision of the Agreement, and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does not carry out the provisions of this Agreement in its true intent and meaning as specified in the scope of work and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does any of the following and fails to cure the default as set forth below: fails to make progress; fails to provide the goods or perform the services within the time period specified or any written extension thereof; breaches any provision of the Agreement, the procurement solicitation, and/or a purchase or work order; fails to make payment(s) owed; or defaults in whole or in part.
- **Termination by REGION 4 ESC**, if the VENDOR charges increased rates that are not agreed to in advance or as specified herein.
- **Termination by REGION 4 ESC**, if the VENDOR becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors.
- **Termination by REGION 4 ESC**, if the VENDOR is in violation of any federal, state, or local law.
- **Termination by REGION 4 ESC** due to budgetary requirements, including, but not limited to, as set forth in the section of these terms and conditions entitled "Funding Out Clause."
- **Termination by Region 4 for Convenience** - Unless specifically stated otherwise in the procurement solicitation, this Agreement may be terminated for any reason, with or without cause, by Region 4 by giving thirty (30) business days' written notice to the VENDOR. Region 4 may further direct VENDOR to cease providing all products and services during the interim notice period prior to such termination, and upon receipt of such written notice from Region 4, VENDOR shall immediately discontinue same and Region 4 shall incur no additional charges from the time forward.

In the event of a breach or default of the Agreement and/or the procurement solicitation by VENDOR, REGION 4 ESC reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of REGION 4 ESC. REGION 4 ESC's right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

Upon VENDOR'S default of obligation to the Agreement, VENDOR will be served notice to provide satisfactory compliance to the Agreement without penalty. If the VENDOR neglects or refuses to follow such notice and fails to cure the default within ten (10) business days, REGION 4 ESC will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) calendar days' prior written notice to VENDOR. REGION 4 ESC will then be relieved of all obligations, except to pay for VENDOR'S prior acceptable performance as set forth below. In the event of VENDOR'S default, REGION 4 ESC is expressly authorized to obtain the goods and/or services that would have been provided by VENDOR under this Agreement from an alternative source. VENDOR shall be held liable to REGION 4 ESC for all losses, costs, and/or expenses (including those exceeding the Agreement price) sustained by REGION 4 ESC as a result of VENDOR'S failure to conform to this Agreement, including, but not limited to, those losses, costs, and expenses that REGION 4 ESC incurs in completing or procuring the services and/or goods as provided for in the Agreement. In the event the Agreement is terminated, REGION 4 ESC reserves the right to award the Agreement to another VENDOR at its sole discretion, and/or to obtain comparable goods and/or services elsewhere and either deduct the costs of obtaining such services from any amount owed VENDOR or VENDOR shall reimburse the CENTER for such costs incurred by the CENTER.

In the event of early termination, including for convenience, the CENTER will make payment only for goods and services rendered and accepted by the CENTER through the effective date of the Agreement's termination, at a cost not exceeding the Agreement rate and subject to any claims, costs and expenses incurred by REGION 4 ESC as a result of VENDOR'S default. The CENTER will be responsible for payment for only those goods and services that have been accepted by the CENTER up to the termination date. The CENTER is entitled to a pro-rata refund for any goods and/or services for which the CENTER has paid but which have not yet been provided by VENDOR or accepted by the CENTER.

In the event this Agreement is terminated because of a violation or breach of the Agreement's terms by the VENDOR, the CENTER shall be entitled to all administrative, contractual, and legal remedies, including sanctions and penalties.

VENDOR agrees that REGION 4 ESC shall not be liable for damages in the event that REGION 4 ESC declares VENDOR to be in default or breach of this Agreement and/or the procurement solicitation. VENDOR further agrees that upon termination of the Agreement for any reason, VENDOR shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or VENDOR.

20 FORCE MAJEURE

The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, or other occurrences which are reasonably beyond such party's control, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party. The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the VENDOR'S performance of its obligations under this Agreement is delayed or stopped by a force majeure event, REGION 4 ESC shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of REGION 4 ESC's contractual, legal, or equitable rights.

21 NON-COLLUSION CERTIFICATION

By signing this proposal, the VENDOR certifies that, to the best of their knowledge:

- Neither the VENDOR nor any business entity represented by the VENDOR has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this proposal invitation.
- This proposal has been arrived at independently and is submitted without collusion with any other VENDOR, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any VENDOR an unfair advantage over any other VENDOR with respect to this proposal.
- The VENDOR has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to REGION 4 or any of its Members in connection with any information or submission related to this proposal, any recommendation, decision, vote, or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this proposal.
- Neither the VENDOR, nor any business entity represented by the VENDOR, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to this proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other VENDOR, competitor, or potential competitor prior to the opening of proposals or proposals for this project.
- No attempt has been or will be made to influence any other person or entity to submit or to not submit a bid or proposal response.
- The person signing this bid proposal agrees to the accuracy regarding the statements contained in this document.

22 NO ASSIGNMENT

Neither this Agreement nor any right, interest, duty, obligation, or responsibility of VENDOR to furnish the goods and/or services specified in this Agreement shall be subcontracted, assigned, transferred, mortgaged, pledged, or otherwise delegated, disposed of, or encumbered in any way by the VENDOR without the prior written acknowledgment and approval of REGION 4 ESC. Any attempted assignment of this Agreement by VENDOR shall be null and void. In the event REGION 4 ESC approves of any assignment, VENDOR shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to VENDOR pursuant to this Agreement.

No purchase or work order made as a result of this Agreement may be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by VENDOR without the prior written approval of REGION 4 ESC.

VENDOR is required to notify REGION 4 ESC when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

23 CERTIFICATIONS REGARDING LEGAL AND ETHICAL MATTERS

- .1 VENDOR has read and understands all the General Terms and Conditions in this document, and agrees to be bound by them, and is authorized to submit proposals on behalf of their entity.
- .2 The VENDOR has noted any and all relationships that might be conflicts of interest and included such information with their proposal response.
- .3 The proposal submitted conforms to all item specifications, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this proposal invitation.

- .4 If this proposal is accepted, in whole or in part, the proposing entity will furnish any item(s) awarded to them under this proposal invitation to REGION 4 at the price proposal, and in accordance with the item specifications and the terms and conditions contained in this proposal invitation.
- .5 The proposing entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal.
- .6 The proposing entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to proposal or receive any award or contract related to this proposal, and the VENDOR will comply with any reasonable request from REGION 4 to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards.
- .7 The VENDOR has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- .8 The VENDOR is not currently delinquent in the payment of any franchise tax owed to the State of Texas.
- .9 The proposing entity has identified and disclosed in this written proposal response any and all known or suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the VENDORS failure to identify and disclose in this proposal response any such matters which do exist is a material breach of contract which will void the submitted proposal or any resulting contracts, and subject the proposing entity to be removed from all proposal lists, and possible criminal prosecution.
- .10 The proposing entity has obtained and will continue to maintain, during the entire term of this contract, all permits, approvals, or licenses necessary for the lawful performance of its obligations under this contract.
- .11 The prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products and services offered in the proposal response are and will remain the same or better than those offered to the VENDOR's most favored customer under equivalent circumstances.
- .12 The proposing entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold REGION 4 and its Members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract.
- .13 The proposal submitted complies with all federal, state, and local laws concerning these types of products or services, and the proposing entity will continue to comply with any applicable federal, state, and local laws related to the proposing entity's activities in connection with this contract.
- .14 The proposing entity will maintain, at the proposing entity's expense, any insurance necessary to protect REGION 4 and its Members from all claims for bodily injury, death, or property damage that might arise from the performance by the proposing entity or the proposing entity's employees or its agents of any service required of the proposing entity under this contract; however, the existence of such insurance will not relieve the proposing entity of full responsibility and liability damages, injury, death, or loss as described or as otherwise provided for by law.
- .15 Neither REGION 4 nor any of its Members shall be liable to the VENDOR for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that REGION 4 declares the VENDOR in default.
- .16 VENDOR understands that signing the proposal with any false statement is a material breach of contract which will void the submitted proposal or any resulting contracts and subject the VENDOR to removal from all proposal lists, and possible criminal prosecution.
- .17 Unless otherwise provided for in this proposal invitation, any written notice or other communication required by this proposal or by law will be conclusively deemed to have been given and received on the second business day after such written notice has been deposited in the U.S. Mail, properly addressed, and with sufficient postage affixed thereto, provided such notice shall not prevent the giving of actual notice in any other manner. Such notice shall also be deemed to be delivered to Vendor upon sending an email to the Vendor's email address provided in the Vendor's response to the RFP or at such other email address provided by Vendor.

24 EQUAL EMPLOYMENT OPPORTUNITY (EEO) DISCLOSURES

By submission of a proposal, the VENDOR agrees that in the performance of any contract resulting from any award under this proposal, the proposing entity will comply with all applicable equal employment opportunity laws and regulations, including, but not limited to an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

The proposing entity agrees that during the period of any contract resulting from any award under this proposal invitation will remain, in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60).

The occurrence of any prohibited discrimination will constitute VENDOR's breach of contract due to a substantial failure by the VENDOR to fulfill its obligations, whereupon REGION 4 may terminate the VENDOR's contract for cause as provided by section entitled "Non-Performance/Termination of Contract."

25 OWNERSHIP OF AND RIGHTS TO USE COPYRIGHTED MATERIALS

The VENDOR hereby covenants and warrants that the VENDOR is the owner of and/or has full right and authority to use all of the copyrights incorporated in the scope of the work. The VENDOR agrees that the VENDOR will not contest REGION 4's right to use any copyrighted material within the scope of work and that the VENDOR will not contest the validity of any copyright arising out of the scope of work performed in accordance with this agreement. **VENDOR SHALL INDEMNIFY REGION 4 FOR ANY CLAIMS OR DAMAGES ARISING FROM ANY THIRD-PARTY ALLEGATION THAT REGION 4'S USE OF ANY SUCH MATERIALS ARE A BREACH OF SUCH PARTIES INTELLECTUAL PROPERTY RIGHTS.**

26 DISPUTES/VENUE/ATTORNEYS' FEES

This contract shall be governed by REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Harris County.

The prevailing party in any adjudication relating to or arising out of this Agreement shall be awarded all reasonable and necessary attorneys' fees and costs.

27 WAIVER

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

28 INTERPRETATION – PAROLE EVIDENCE

The parties intend this writing as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance of acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Texas Business & Commerce Code is used in this agreement, the definition contained in the Code shall be controlling.

29 RIGHT TO ASSURANCE

Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30 FUNDING OUT CLAUSE (NON-APPROPRIATION)

Renewal of this Agreement or continuation beyond the current fiscal year, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on REGION 4 ESC by this Agreement, REGION 4 ESC shall have the right to terminate this Agreement without default or liability to VENDOR resulting from such termination, effective as of the expiration of each budget period of REGION 4 ESC if it is determined by REGION 4 ESC, in REGION 4 ESC's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of REGION 4 ESC's current revenue only. Notwithstanding anything to the contrary in this Agreement, the CENTER is obligated to make payments only as approved each year by the CENTER'S Board of Directors. The CENTER'S Board of Directors retains the right to terminate this Agreement at the expiration of each budget period of the CENTER. To the extent that the CENTER will use federal grant funds to fulfill its obligations under this Agreement, VENDOR acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by the CENTER from the awarding agency. As such, if the CENTER does not receive sufficient funding for the services provided in this Agreement, the CENTER may terminate this Agreement without penalty or further obligation to VENDOR, at any time upon written notice to VENDOR.

31 RELATIONSHIP OF PARTIES

It is the intention of the parties that VENDOR be an independent contractor and not an employee, agent, joint venturer, or partner of the CENTER. REGION 4 ESC and VENDOR acknowledge that they do not have a continuing relationship, and that this Agreement is intended only to create a limited relationship for the specific purposes of providing the goods and/or services referenced in this Agreement. Neither party shall have any power or authority to bind or commit, or to assume or create any obligation or responsibility on behalf of, the other party in any respect, contractually or otherwise, to any third party. In the event this Agreement requires the VENDOR'S performance of services by VENDOR'S employees, or persons under contract to VENDOR, to be done on REGION 4 ESC property, the VENDOR agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of REGION 4 ESC. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, a joint venture, merger, or any business partnership between the CENTER and either VENDOR or any employee or agent of VENDOR. VENDOR agrees that the CENTER has no responsibility for any conduct of any of VENDOR'S staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, or licensees. VENDOR assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations. As an independent contractor, VENDOR will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. VENDOR shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by the CENTER hereunder and VENDOR shall indemnify and hold the CENTER harmless in this regard.

32 INTELLECTUAL PROPERTY

This Agreement shall not be constructed to convey any rights of ownership or any other license, right, title or interest in the other Party's trademarks, copyrights, video programs, curriculum, documents, patents or any other intellectual property.

33 RIGHT TO AUDIT

REGION 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. REGION 4 ESC shall have the authority to conduct random audits of VENDOR'S pricing that is offered at REGION 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that REGION 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement; REGION 4 ESC shall have the ability to conduct an extensive audit of VENDOR'S pricing at VENDOR'S sole cost and expense. REGION 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by REGION 4 ESC.

34 PROPOSAL ACCEPTANCE

The period for acceptance of this proposal will be sixty (60) calendar days unless the VENDOR indicates a different period.

35 PAYMENT

Prior to authorizing payment to Contractor, REGION 4 shall evaluate Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to REGION 4 for Commodities/Services provided/performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Subject to the foregoing, REGION 4 must make all payments in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. Payments under this Contract may be subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract may be contingent upon REGION 4's receipt of funds appropriated by the Texas Legislature.

36 LAWS AND REGULATIONS

VENDOR agrees to comply and certifies compliance with, on behalf of itself and any subcontractors (if approved by the CENTER in accordance with this Agreement), and their respective employees, agents, and representatives, all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81, and Texas Government Code Chapter 2258. If applicable, VENDOR certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in the "Contract Provisions for Non-Federal Entity Contracts under Federal Awards" in Appendix II to 2 C.F.R. Part 200, which is incorporated by reference herein. VENDOR further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those referenced in the CENTER'S Bid Attributes completed by VENDOR, which is incorporated by reference herein. Further, VENDOR agrees to and shall comply with all rules, regulations, policies, procedures, and other requirements of the CENTER and the school campus(es) on which any work is to be performed under this Agreement. VENDOR shall indemnify and hold REGION 4 ESC harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of VENDOR'S obligations under this provision.

37 LAW AND WAGE RATES

In the execution of this contract, the VENDOR shall comply with all applicable local, state and federal laws.

38 DAMAGES

The successful VENDOR will be held responsible for and required to make good, at his own expense, all damages to persons and property caused by carelessness or neglect on the part of their employees.

39 VENDOR ASSURANCE

The VENDOR must supply assurance which warrants that the prompt payment discount terms, delivery terms, distribution allowance, quality and performance of product/services, prices and other conditions/provisions offered in this proposal are the same or better than those offered by the proposing entities most favored customer.

40 VENDOR EXPERIENCE

The VENDOR must be fully prepared with the necessary personnel, materials, machinery and equipment to begin the work promptly and to conduct the work as required in the terms, conditions and specifications of this proposal.

REGION 4 may make investigations as deemed necessary to determine the ability of the VENDOR to perform the work, and the VENDOR shall furnish to the CENTER all information and data as requested. REGION 4 reserves the right to reject any proposal if the evidence submitted by, or investigation of, a VENDOR fails to satisfy REGION 4 that the VENDOR is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

41 PROPRIETARY INFORMATION OR TRADE SECRETS

If any of the information requested is considered to be proprietary or a trade secret belonging to the VENDOR, that information should be filed with the proposal in a separate envelope appropriately designated.

42 SURVIVAL

Expiration or termination of the contract for any reason does not release VENDOR from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

All applicable software license agreements, warranties or service agreements that are entered into between VENDOR and REGION 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by VENDOR shall survive expiration or termination of the Contract. All quotations issued by VENDOR shall survive expiration or termination of the Contract where such quotation is furnished inside of the Contract Period or subsequent renewal.

43 SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

44 EDUCATIONAL RECORDS

VENDOR agrees that VENDOR and its employees, agents, and/or representatives may receive access to student information for certain students of the CENTER or its Participating Member pursuant to this Agreement. VENDOR shall secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to all privacy laws. VENDOR understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information, and VENDOR agrees to abide by FERPA rules and regulations, as applicable. Pursuant to the FERPA, the VENDOR must protect the confidentiality of the CENTER, or its Participating Member, student records and shall not release any information without written consent from the CENTER, or its Participating Member, the student's parent/guardian, or eligible student unless required to do so by applicable law. VENDOR further acknowledges that to the extent VENDOR, including but not limited to, VENDOR'S staff, employees, and/or representatives, receives confidential CENTER, or its Participating Member, student information during the performance of duties under this Agreement, VENDOR is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law. VENDOR shall require its employees and other agents to execute written agreements requiring that such information be kept confidential. The Parties agree to enter into a Data-Sharing Addendum (or similarly titled and intended document) in the event confidential student information is to be shared, as required by applicable law. VENDOR and its employees/ representatives shall at all times abide by applicable laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA). VENDOR must destroy any student information received from the CENTER, or its Participating Member when no longer needed for the purposes of the Agreement. VENDOR shall immediately provide notice to the CENTER, or its Participating Member of any violation of the terms of this section. VENDOR shall be solely responsible for any breach of the obligations of this section by any of its employees, agents, representatives, or subcontractors or their employees, agents, or representatives.

45 CENTER'S CONFIDENTIAL INFORMATION

In the course of performing duties under this Agreement, VENDOR may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by the CENTER and employees of the CENTER or its Participating Member. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of the CENTER or its Participating Member, either during or after the effective period of this Agreement. VENDOR acknowledges that the CENTER or its Participating Member would be irreparably injured if VENDOR were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for VENDOR'S own purposes or benefit and that money damages would not compensate the CENTER or its Participating Member for such irreparable injury.

46 INVOICING AND PAYMENT

Itemized invoices shall be mailed to the CENTER and directed to the CENTER'S Accounts Payable Department. VENDOR shall submit invoices within a timely manner during the CENTER'S fiscal year in which the good(s) and/or services are purchased, as applicable. Invoices received more than 60 days after the date the work was performed will not be paid by the CENTER. The following requirements apply to invoices submitted for payment:

- .1 One invoice shall be submitted per CENTER Purchase Order.
- .2 Invoice shall bear the following: (a) date of invoice; (b) date(s) of service, if applicable; (c) name of VENDOR; (d) brief description of the item(s), quantity, unit price(s), and extended price(s); (e) if applicable, dates of service(s), including list of services provided daily including dates and amount of time spent performing each service and detailed descriptions of the services provided on each of the dates listed including location where services were provided; (f) VENDOR'S complete mailing address and telephone number.

- .3 Invoice submission shall include any necessary substantiating documentation or information as required by the Agreement; and certification of goods and/or services provided through a signature by a VENDOR company representative.
- .4 Invoice shall reference the CENTER Purchase Order Number.
- .5 Invoice shall be in duplicate.
- .6 Invoice shall only be paid for goods/products/equipment/services delivered and accepted by CENTER
- .7 Advance payment to VENDOR is strictly prohibited unless otherwise determined on a case-by-case basis.
- .8 VENDOR is required to submit to the CENTER a completed IRS Form W-9 for the current tax year and all other forms required by the CENTER (e.g., Felony Conviction Notice, Conflict of Interest Questionnaire, etc.) before payment is rendered.
- .9 In accordance with Texas Government Code §2251.021, payments are due to VENDOR within forty-five (45) days after the later of the following: (1) the date CENTER receives the goods; (2) the date the performance of the service is completed; or (3) the date CENTER receives an invoice for the goods and/or services.

In the event VENDOR presents the CENTER with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The CENTER will not be responsible for any interest charges and/or late fees because of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by VENDOR.

VENDOR agrees to pay any subcontractors, if any, the appropriate share of the payment received from the CENTER not later than the tenth (10th) day after the date VENDOR receives the payment from the CENTER. VENDOR shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to VENDOR'S subcontractors and/or employees, if any. The exceptions to payments made by the CENTER and/or VENDOR listed in Texas Government Code § 2251.002 shall apply to this Agreement. In the event that VENDOR'S personnel begin work before VENDOR receives a valid purchase order and/or the signing of this Agreement, VENDOR agrees that the CENTER is not liable for payment of such services rendered.

In addition to all other rights and remedies that the CENTER may have, the CENTER shall have the right to setoff, against any and all amounts due to VENDOR by the CENTER, whether due under this Agreement or any other agreement between the CENTER (including any division of the CENTER) and VENDOR, any sums to which the CENTER is entitled under this Agreement, as determined by the CENTER in its sole discretion, including, without limitation, sums due by VENDOR to the CENTER as a result of indemnification obligations and/or warranty claims.

47 INDEMNIFICATION, REMEDIES, AND GOVERNING LAW/VENUE

- .1 TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, FINES, PENALTIES, AND EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES, INCLUDING APPEALS), FOR WHICH THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND/OR REPRESENTATIVES, CAN OR MAY BE HELD LIABLE AS A RESULT OF INJURY (UP TO AND INCLUDING DEATH) TO A PERSON OR PERSONS OR DAMAGE TO PROPERTY, ARISING OUT OF, OCCASIONED BY, OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH THE VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIM"), WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY VENDOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, EXCEPT FOR CLAIMS ARISING ENTIRELY FROM THE WRONGFUL ACTS, OMISSIONS, OR NEGLIGENCE OF THE CENTER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. ALL OBLIGATIONS AS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR TERMINATION OF THIS AGREEMENT.**
- .2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the aforementioned indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.**
- .3 Nothing in this Agreement shall be construed to create a claim or cause of action against the CENTER for which it is not otherwise liable, to waive any immunity or defense to which the CENTER may be entitled, or to create an impermissible deficiency debt of the CENTER.**
- .4 REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this Agreement or in statutes pertaining specifically to Texas governmental entities.**
- .5 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its provisions on conflicts of laws. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Harris County, Texas.**
- .6 VENDOR hereby assigns the CENTER any and all claims for overcharges associated with this Agreement under the antitrust laws of the United States, 15 USCA Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et. seq.**

48 QUALITY, WARRANTY, AND SUBSTITUTIONS

In addition to the guarantees and warranties provided by law, by accepting this Agreement, VENDOR hereby expressly guarantees, warrants, and represents that:

- .1 all products/goods and/or services supplied and/or furnished under this Agreement are of high quality, free from all defects in material and workmanship, free from defects in design, meet or exceed and exactly conform in all respects to all terms and requirements of this Agreement (including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by the CENTER) and all applicable REGION 4 ESC specifications and requirements, and are suitable for and will perform in accordance with the ordinary, intended purpose(s) as well as any special purposes specified by REGION 4 ESC, for a period of one (1) year from the date of the CENTER'S acceptance of the goods and/or services or payment of the applicable invoice, whichever is later. All warranties shall survive delivery of the goods and completion of the services; neither the CENTER'S acceptance of, nor payment for, said goods and services shall constitute a waiver or modification of any of the warranties of VENDOR, or the rights of REGION 4 ESC;**

- .2 any goods delivered to the CENTER will be new (i.e., previously unused, non-floor model, in their original packaging, and have not been reconditioned, remanufactured, repackaged, returned, damaged, or refurbished), unless otherwise specified;
- .3 all services performed by VENDOR or its subcontractors and all material used on REGION 4 ESC's behalf, will be completely paid for and that there are no materialman's or other liens attached to the goods, products, merchandise, materials, or services which are provided to REGION 4 ESC;
- .4 the goods to be delivered hereunder will not infringe on any valid intellectual property right, including any patent, trademark, trade name, or copyright, and that VENDOR will, at VENDOR'S expense, defend any and all actions or suits charging such infringement and will save REGION 4 ESC, its trustees, agents, and employees, harmless in case of any such action or suit;
- .5 the goods to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable federal, state, and local laws and regulations;
- .6 VENDOR shall uphold the manufacturer's standard warranty on any products. This warranty shall provide for replacement of defective merchandise, parts and labor, and include pick-up and delivery from the specified CENTER location effective from the date of delivery. VENDOR shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the VENDOR or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the procurement solicitation, if any;
- .7 Substituting without the prior approval of a REGION 4 Member placing the order will constitute a breach of contract by the vendor, which may result in the initiation of actions covered in the section entitled "Non-Performance/Termination of Contract" and the associated financial impacts attached thereto and may jeopardize any future business from the CENTER.; and
- .8 nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of REGION 4 ESC.
- .9 All products provided or installed under this contract must be in the best possible condition and will be subject to inspection, testing, and approval by REGION 4 and its Members.

49 LICENSES AND PERMITS: PERFORMANCE

For the entire effective period of this Agreement, VENDOR represents and warrants that VENDOR (and, if approved by the CENTER, any and all subcontractors): (1) has the experience, qualifications, licenses, and certifications required to provide the goods and/or services pursuant to this Agreement; and (2) shall maintain all required licenses, certifications, permits, and any other documentation and/or authorization(s) necessary to perform this Agreement, including, without limitation, authorizations required by any governing entity(ies), including, but not limited to, the City of Houston, Harris County, the State of Texas, and the like. VENDOR must comply with all state and local building code requirements unless otherwise specifically provided in the REGION 4 ESC's purchase or work order, and VENDOR must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by REGION 4 ESC, VENDOR shall furnish REGION 4 ESC with satisfactory proof of VENDOR'S compliance with this provision.

Further, VENDOR agrees that VENDOR'S goods will be provided, and/or services will be performed, with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from the CENTER. VENDOR shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. If VENDOR is unable to complete the work in this manner based on the mutually agreed upon timeline, VENDOR shall notify the CENTER'S Director of Procurement in writing.

50 SUPPORT

VENDOR shall provide timely and accurate technical advice and sales support to REGION 4 ESC and REGION 4 ESC staff. VENDOR shall respond to requests for customer support within one (1) business day after receipt of the request. VENDOR shall promptly provide training to REGION 4 ESC staff regarding products and/or services supplied by VENDOR, at no additional charge, if requested by REGION 4 ESC.

51 NO WAIVER OF BREACH

Failure of REGION 4 ESC to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or to properly notify successful VENDOR in the event of breach, or the acceptance of or payment for any goods hereunder shall not release VENDOR from any of the warranties or obligations of this Agreement, and shall not be deemed to waive any right of REGION 4 ESC to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless of when shipped, received or accepted, or as to any prior or subsequent default hereunder; nor shall any purported oral modification or rescission of an Agreement, contract or service agreement by REGION 4 ESC operate as a waiver of any of the terms hereof.

52 NO WAIVER OF IMMUNITY

The execution of this Agreement and the performance by the CENTER of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and the CENTER shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the CENTER, its trustees, officers, employees, or agents under federal or Texas laws. Nothing in this Agreement shall be constructed as creating any personal liability on the part of any trustee, officer, employee, or representative of REGION 4 ESC.

53 PRODUCT RECALLS

VENDOR shall notify the REGION 4 ESC's PROCUREMENT CONTRACT SPECIALIST immediately if a product recall is instituted on any good and/or service VENDOR has delivered or if VENDOR discovers or becomes aware of any quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

54 TEXAS HAZARD COMMUNICATION ACT

It is the policy of REGION 4 ESC to comply with applicable federal law and the Texas Hazard Communication Act, Texas Health and Safety Code Chapter 502. Therefore, it is necessary to require that all suppliers provide REGION 4 ESC with a current and accurate Safety Data Sheet (SDS), if applicable, for all items sold to REGION 4 ESC, including, but not limited to: products which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. VENDOR shall be solely responsible to promptly obtain and provide to REGION 4 ESC all necessary SDSs from suppliers of items under this Agreement, as applicable. A separate sheet shall be provided for each individual item (if required) when purchase is made, as well as when the proposal is submitted. The SDSs must conform to the most current requirements of the Hazard Communication Standard issued by the Occupational Safety and Health Administration (OSHA) and codified as 29 CFR Section 1910.1200.

55 HAZARDOUS MATERIALS

In the performance of VENDOR'S services, VENDOR shall not cause any release of hazardous substances, including but not limited to asbestos, or contamination of the environment, including the soil, the atmosphere, or any water course or ground water. VENDOR shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of VENDOR'S activities.

56 TEXAS PUBLIC INFORMATION ACT

- .1 The Parties acknowledge that REGION 4 ESC is obligated to strictly comply with the Texas Public Information Act (TPIA), Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. All VENDOR Agreements shall be in compliance with the TPIA.
- .2 All documents exchanged or created in connection with and communications regarding this solicitation or any Agreement with the CENTER are governed by the TPIA.
- .3 Documents submitted and communications regarding a VENDOR'S proposal response to a solicitation may be deemed confidential during the evaluation process, as provided in Texas Government Code, Subchapter C, Section §552.104, "Exception: Information Related to Competition or Bidding."
- .4 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and Agreement, and the contractor or VENDOR agrees that the Agreement can be terminated if the contractor or VENDOR knowingly or intentionally fails to comply with a requirement of that subchapter.
- .5 Upon the written request of the CENTER, VENDOR will promptly provide specified contracting information exchanged or created under this Agreement. VENDOR waives any claim against and releases from liability the CENTER, its trustees, officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by either party and determined by the CENTER, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code.
- .6 VENDORS should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets, or any other proprietary information before responding to this procurement solicitation. Should VENDOR'S response to this procurement solicitation include trade secrets or proprietary information, or other technical information, documentation and/or expertise that the VENDOR considers confidential, VENDOR must either (1) conspicuously mark such information as being confidential or, (2) if the information is delivered in oral form, summarize the information in writing within ten (10) REGION 4 ESC business days and identify it as being confidential ("Confidential Information"). REGION 4 ESC shall not be held liable for disclosure of information that is not conspicuously marked or identified as Confidential Information in accordance with the aforementioned process. All requests to secure trade secrets must be accompanied by factual evidence of potential loss of competitive or economic harm.
- .7 VENDOR shall immediately notify the CENTER if VENDOR receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records maintained by VENDOR on behalf of the CENTER pursuant to this Agreement. VENDOR shall provide a copy of such request to the CENTER, unless otherwise prohibited by law.

57 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

58 NOTICE

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be effected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Each party may change the address to which notice is to be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

59 NON-EXCLUSIVITY

Nothing in this Agreement may be construed to imply that VENDOR has the exclusive right to provide the CENTER with goods and/or services. During the effective period of this Agreement, the CENTER reserves the right to use all available resources to procure other goods and/or services as needed, and doing so will not violate any rights of VENDOR. In addition, nothing in this Agreement may be construed to require that the CENTER purchase any specific amount, quantity, or quota of goods and/or services from VENDOR.

60 INTELLECTUAL PROPERTY

VENDOR represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

61 INDEBTEDNESS

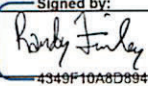
VENDOR represents that to the best of its knowledge it is not indebted to the CENTER. Indebtedness to the CENTER may be grounds for termination of this Agreement.

62 FEDERAL GRANT REQUIREMENTS

- .1 All contracts under federal awards must meet federal, state and local requirements.
- .2 The Agreement shall only be effective upon receipt by the CENTER of the Notice of Grant Award (NOGA) from the federal/state awarding agency.
- .3 The Agreement term/period shall be aligned to the grant period of availability, as stated on the NOGA from the federal/state awarding agency (period of availability).
- .4 All services shall be completed during the effective dates of the Agreement.
- .5 All services shall be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and shall only be paid upon verification of receipt of services.
- .6 The regulations for procurement in 2 CFR § 200.317-327 shall be followed by REGION 4 ESC in issuing the Agreement.
- .7 All professional services provided under the Agreement will follow the provisions of 2 CFR § 200.459 Professional service costs.
- .8 The Agreement shall identify the funding sources that will be used for the goods and/or services to be provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
- .9 The Agreement shall identify and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the Agreement.
- .10 The administrative costs charged to the grant in the Agreement must comply with any limitations for administrative costs for funding sources (if applicable).
- .11 The Agreement shall specify that the invoice provided by the VENDOR will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
- .12 If the source of funds for this purchase is federal funds, the following federal provisions apply, as applicable: the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Debarment and Suspension (Executive Orders 12549 and 12689), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77, 79, 81-82, 84, 86, and 97-99 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all federal certifications and other requirements of federal law, including but not limited to those included within REGION 4 ESC's Bid Attributes and those mandated by federal agencies making award(s) of federal funds to REGION 4 ESC. Without limitation to the forgoing, Region 4 has and will comply with all requirements related to contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, as set forth in 2 C.F.R. § 200.321. Region 4 has and does solicit all qualified small and minority businesses and women's business enterprises. VENDOR shall comply with 2 C.F.R. § 200.321 in its own sub-contracting practices.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing on the Deviation Form submitted with the request for proposal.

Company Name TD SYNnex Corporation
 Address 5350 Tech Data Drive
 City/State/Zip Clearwater, FL 33760
 Telephone No. 510-407058
 Email Address Randy.Finley@tdsynnex.com
 Printed Name Randy Finley
 Title Sr. Director, Business Development
 Signed by: 
 Authorized signature 4349F10A6D89442...

Accepted by Region 4 ESC:

Contract No. R250307

Initial Contract Term 10/1/2025 to 9/30/2028


 Region 4 ESC Authorized Board Member

6/24/2025
 Date

Linda Tinnerman
 Print Name


 Region 4 ESC Authorized Board Member

6/24/2025
 Date

Victor E. White
 Print Name



25-03 Addendum 2

TD SYNnex Corporation

Supplier Response

Event Information

Number: 25-03 Addendum 2
Title: CYBER SECURITY SOLUTIONS
Type: Request for Proposal - Region 4 ESC
Issue Date: 3/5/2025
Deadline: 4/24/2025 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system:
region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Wednesday, March 26, 2025, at 10:00 am
via ZOOM at <https://esc4.zoom.us/j/92570375617?from=addon>

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement Contract Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

TD SYNEX Corporation Information

Contact: Janie Frandsen
Address: 39 Pelham Ridge Drive,
Greenville, SC., SC 29615
Phone: (864) 349-4390
Email: janie.frandsen@tdsynnex.com
Web Address: TDSYNEX.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Janie Frandsen

Signature

Submitted at 4/23/2025 08:53:15 AM (CT)

Janie.frandsen@tdsynnex.com

Email

Supplier Note

The TD SYNEX team recognizes the value your program brings to customers procuring through the Omnia Partners contract. We will continue to leverage our network of order fulfillment partners to grow this program with incremental revenue from other contract vehicles. We look forward to continuing our long-term partnership with the Region 4 ESC and Omnia Partners. We will be pleased to answer any questions you may have as you review and consider the merits of our response.

Requested Attachments

Offer and Contract Signature Form

Offer_and_Contract_Signature_Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Deviation Form

32725 Deviation Form FINAL.pdf

Please complete the Deviation Form, located on the Attachments tab, and upload the completed document here.

Conflict of Interest Questionnaire

No response

If a conflict exists that requires the submission of a Conflict of Interest Questionnaire (CIQ), complete and upload the document here. (REQUIRED ONLY IF A CONFLICT EXISTS, see Attribute titled "CONFLICT OF INTEREST QUESTIONNAIRE" for additional information.)

Products and Pricing

Palo Alto and TD SYNEX
Products and Services Pricing.xlsx

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Value Added Services

ServiceSolv Brochures.zip

Provide any additional information related to products and services the Offeror proposes to enhance and add value to the Contract. For example, a proposal for furniture may include additional value-added selections such as installation, white glove delivery options, setup/cleaning, classroom design/layout, special orders, etc. (OPTIONAL)

Diversity, HUB Certifications

No response

If your firm holds a certification from certifying agencies related to M/WBE, DBE, HUB, or other diverse business designations, you may upload the certificate here. (OPTIONAL)

OMNIA Partners - Exhibit F Federal Funds Certifications

OMNIA_Partners
Exhibit_F_Federal_Funds_Certifications.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications, located on the Attachments tab, and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance

OMNIA_Partners_-_rk_ISSUES_Exhibit_G_New_Jersey_Business_Compliance_FE.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

W-9 Upload

W9 2025 TD SYNnex CORPORATION.pdf

Interested offerors must upload an updated Form W-9 prior to submitting a proposal.

Addendum No. 1

Region 4 Addendums 1 and 2.docx

Please complete Addendum No. 1 then upload signed document.

Response Attachments

TD SYNnex Public Sector Business Development Team Coverage Map 20250311.pdf

Public Sector Contract Specialist contacts and coverage map.

TD Synnex-2023-corporate-citizenship-report.pdf

This report details TD SYNnex's progress in sustainability and data collected during fiscal year 2023, the period between December 1, 2022, and November 30, 2023, unless otherwise noted. It is intended to be our primary source of annual disclosure on sustainability performance and provide a transparent account of our ESG approach and performance. Reporting on other matters can be found in our public SEC filings, annual reports and corporate website.

D&B_TD SYNnex CORPORATION_03.27.2025.pdf

TD SYNnex is in good financial standing as referenced in the D&B Financial Analysis Report.

TD SYNnex Public Sector Diversity Alliance Program - For Resellers.pdf

TD SYNnex Diversity Alliance Program guide to allow a broad ecosystem of small and diverse resellers to leverage socioeconomic status to win business.

3 ServiceSolv-Company-Line-Card.pdf

Line Card and product descriptions for the Value Added Services offered by Td SYNnex.

Palo Alto Networks Company Overview.pdf

Company Overview for Palo Alto, who is the TD SYNnex bidding partner.

Palo Alto Letter for Omnia Cyber RFP _Synnex.pdf

This is to certify that TD SYNnex is an authorized distributor of the products manufactured by Palo Alto Networks to all Omnia eligible customers.

2908931-25 TD SNX Monthly Line Card PDF Updates - Jan.pdf

TD SYNnex Vendor Line Card

TD SYNnex Marketing Plan.pdf

TD SYNnex Public Sector Detailed Marketing Plan

TD SYNnex response - Awards.docx

TD SYNnex has received many prestigious Awards from OEM's conducting business with our company. This supports our reputation and standing in the industry as we conduct business with over 2,500 OEM's.

TD Synnex Corporation-NJ-Cert Copy of Application Certi.pdf

This Certification is referenced in Exhibit "G" as Document #8 as a mandatory requirement.

ISO-9001-5100 Liberty Way, Alliance Gateway Park, Fort Worth, TX, 76177-4008.pdf

ISO 9001-5100 Listing for TD SYNnex Warehouses.

13 25-03 Cyber Security Solutions Addendum 1.pdf

Signed Proposal Addendum to extend due date to April 24, 2025

OMNIA Partners - Exhibit A Response for National Cooperative Contract FINAL.pdf

Extended descriptions of the responses in Exhibit A, 3.0 "Supplier Response" beginning on page 15 of the proposal, plus additional information supporting responses found in the portal.

Bid Attributes

1 CONTRACT DURATION

The initial term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

☒ I certify compliance with this attribute.

2 NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL

Janie Frandsen

3 HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME

44

4 WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?

10800

5 WHAT ARE YOUR BUSINESS HOURS?

8:00 AM to 6:00 PM

6 IS 30 DAYS AFTER RECEIPT OF INVOICE AN ACCEPTABLE PAYMENT SCHEDULE FOR YOUR BUSINESS?

If Yes, type "YES".

If No, describe your payment schedule in the field provided.

YES

7	WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECIEVED (ARO), IN DAYS? Provide your answer in number of DAYS after receipt of order (ARO). 45
8	ACCOUNT MANAGER NAME Please indicate the name of the account manager we should speak to with concerns about the products and/or services in this proposal. Evans Coleman
9	ACCOUNT MANAGER EMAIL evans.coleman@tdsynnex.com
10	ACCOUNT MANAGER PHONE (864) 305-7446
11	PAYMENT REMITTANCE ADDRESS Payments are sent directly to the Partners/Resellers
12	PAYMENT REMITTANCE PHONE
13	CONTRACT/PURCHASE ORDER/QUOTE EMAIL Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.com. No response
14	CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE If applicable, please provide a fax number to send orders and quote requests.
15	REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE Enter your quote or contract number and/or any other information our staff would need provide on the face of purchase orders in order to receive discount percentages and contract pricing. Contract number to receive a quote from the partner/reseller will be assigned upon award. The current contract to receive quotes is #R200803.
16	COMPANY WEBSITE ADDRESS, IF APPLICABLE https://www.tdsynnex.com/na/us/td-synnex-public-sector/contracts/
17	HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY? In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal. We currently are awarded the OMNIA PARTNERS #R200803

1 8	REFERENCE 1 Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number. Westwind Computers Lupe Montoya-VP Sales 5655 Jefferson St NE Suite B, Albuquerque, NM 87109 Main number: (505) 345-4720
1 9	REFERENCE 1 EMAIL lupe@wwpcinc.com
2 0	REFERENCE 2 Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number. Crystal Palmer Technical Support Manager 540-245-5058 18 Government Center Lane Verona, VA 24482 United States
2 1	REFERENCE 2 EMAIL cpalmer@co.augusta.va.us
2 2	REFERENCE 3 Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number. Troy Cole County of Montgomery, VA Information Technology Director (540) 394-2120 ext. 54098 755 Roanoke Street Suite 2B Christiansburg, VA 24073
2 3	REFERENCE 3 EMAIL coleta@montgomerycountyva.gov
2 4	THE U.S. STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED. South Carolina
2 5	RECIPROCITY For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank. No response
2 6	PARTIAL AWARD ACCEPTANCE REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding to multiple vendors. ☒ I understand.
2 7	PURCHASE ORDER POLICY REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email in without the presence of a properly executed Purchase Order. ☒ I understand.

28

ADDENDA NOTIFICATIONS

Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration.

☒ I understand.

29

Provide equipment manufacturer, equipment types and discounts off published list price.

TD SYNnex Corporation is a Fortune 100 broad-line computer products distributor with 11 warehouses and offices located nationwide. Our corporate line card has over 2,500 Original Equipment Manufacturers (OEM) listed in which we are their authorized distributor, providing distribution, logistics and marketing services in support of their respective product lines. Our OEM's rely on us to stock and support their 200,000+ products and solutions, but also to drive demand with Value Added Resellers (VARs) and Solution Providers, who in turn resell to end-user customers, both commercially and Public Sector based. We play a vital role at the center of the IT business partner's ecosystem by supporting our vendors – including well-known names in business to new and emerging companies, to help them bring their innovations to market and accelerate technology adoption. As an IT distributor, we make the connection between manufacturers and the reseller, providing a host of products and service.

30

Define any freight charges.

Region 4 ESC participating partners will receive free UPS and/or FedEx ground shipping for products that ship directly from a TD SYNnex distribution center. This policy excludes expedited shipping costs (overnight, 2 day, etc.) and items over 150 pounds, OCONUS shipments, LTL shipments and/or items that require white glove services, liftgate services, and items such as heavyweight printers, wide format printers, large displays and televisions, batteries, paper, furniture/shelving, and other heavy/bulky items that require special delivery. Alternative carriers will be used for OCONUS (Outside the continental United States) shipments, to include Alaska, Hawaii, Canada, or any offshore delivery. Shipping cost will vary by order.

31

Describe how Offeror responds to emergency orders.

To the extent the orders are Defense Priority Allocation System, those will be handled in accordance with the Defense Priorities and Allocations System.

32

What is Offeror's average Fill Rate?

Currently, the TD SYNnex inventory fill rate is ~80%. TD SYNnex has recently incorporated a new automated tool which has increased our fill-rate by 65% from the closest warehouses. This has improved Service Level Agreements and returned higher customer satisfaction.

33

What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

TD SYNnex Logistics follows the "Five Rights": the right product, in the right condition, with the right quantity, delivered at the right time with the right documentation: On-time delivery is 98.5% depending on weather related issues. Warehouse order accuracy is 99.6% for same-day ship

34

Describe Offeror's return and restocking policy.

TD SYNnex has defined our return and restocking policy based on Return Types. They include 1) DOA/Defective Credit 2) Advance Swap 3) Damaged Shipments 4) Kit Returns 5) Stock Balance 6) TD SYNnex Errors 7) Manufacturer Exception Returns 8) Return Refusal and Discrepancy Policy. Details are found in Exhibit A.

3 5	Describe Offeror's ability to meet service and warranty needs. Services and warranties are offered both through OEMs and through the TD SYNnex ServiceSolv ecosystem of authorized service providers. This allows OMNIA Partner members to determine the best provider for their service and warranty needs. There is a ServiceSolv Brochure added under the "Response Attachment" tab "Other Attachments".
3 6	Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc. Customer Care offers post-sales product support including returns and RMA processing. Telephone: 800-237-8931 option 3 Email: CSHelp@tdsynnex.com; Core hours are 8AM to 5 PM EST with limited converge to 8PM EST. eRMA through EcExpress is available 24/7.
3 7	Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards. TD SYNnex and its authorized resellers will adhere to a standard of net 30 for purchases made under this contract. Authorized Resellers will handle all invoicing for OMNIA Partners member agency orders. Resellers will not invoice their agency customers until after the product has been shipped. TD SYNnex accepts procurement cards and there is no additional cost to OMNIA Partner member agencies for using this process. Authorized resellers will also be required to process p-card orders at no additional cost. TD SYNnex is also pleased to work with partners and end user customers to offer a customized or specific leasing or financing program that works best for them.
3 8	Describe Offeror's contract implementation/customer transition plan. TD SYNnex will communicate the updated contract terms and contract number via a webinar for the current partner/reseller community assigned. The new contract number will be posted on our OMNIA Partner website and will be referenced on the product quotes provided to the agency end users. TD SYNnex will require the reseller/partners to execute a new agreement stating the updated contract number.
3 9	Describe the financial condition of Offeror. TD SYNnex is in good financial standing. Reference the D&B Financial Analysis in "Response Attachments" Tab, "Other Attachments".
4 0	Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality. TD SYNnex has a Customer Care Website to address Product Return Guidelines: https://www.tdsynnex.com/na/us/td-synnex-customer-care/. For quoting, ordering and reporting, there is a website specifically assigned to OMNIA Partners: OMNIA Partners@tdsynnex.com
4 1	Describe the Offeror's safety record. TD SYNnex Total Case Incident rate (TCIR) in 2024 was 0.8909, our Lost Time Injury rates (LTI) frequency was 2.088 and LTI Severity was 0.095.
4 2	Provide a brief history of the Offeror, including year it was established and corporate office location. TD SYNnex has come together through a history of balanced Mergers & Acquisitions and organic growth. On March 22, 2021, SYNnex Corporation (NYSE: SNX) and Tech Data Corporation announced a definitive merger agreement under which SYNnex and Tech Data will combine. The combined company, with a team of over 23,000 co-workers will provide customers and vendors with expansive reach across products, services, and geographies to accelerate technology adoption. Tech Data was wholly owned by funds managed by affiliates of Apollo Global Management, Inc. (NYSE: APO) (the "Apollo Funds") and their co-investors. Headquartered in Fremont, CA and Clearwater, FL, TD SYNnex is an industry leader in IT distribution with global operations.

4 3	Describe Offeror's reputation in the marketplace. The expertise of SYNEX has been recognized worldwide, with a range of accolades and awards. Our vendors, resellers and clients are proud to call us partners as we continue to support their business strategies with best-in-class technology and business solutions. TD SYNEX is #76 in the Fortune 500 Business Ratings: Some awards include: Corporate Citizenship Recognition including: 2025, 2024, 2023 & 2022 Fortune World's Most Admired Company; 2025, 2024, 2023 & 2022 Great Place to Work® Certified; 2023 CRN Women & Diversity in Channel Award; 2024 & 2023 CRN Inclusive Channel Leaders; Received a score of 100 on the Human Rights Campaign Foundation's; 2023-2024 Corporate Equality Index. Please refer to the Response Attachments tab "Other Attachments" to view the "Awards" document.
4 4	Describe Offeror's reputation of products and services in the marketplace. TD SYNEX Corporation is a Fortune 100 broad-line computer products distributor with an exceptional reputation delivering products and services globally. With over 2,500 Original Equipment Manufacturers (OEM) listed on our line card,
4 5	Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract. Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract. As a distributor, TD SYNEX will onboard our partners/resellers to the OMNIA contract and update the affiliate list on a monthly basis. All Authorized Reseller participation will be in accordance with the Terms and Conditions set forth in the OMNIA Master Agreement. TD SYNEX currently has over 500 "affiliates" utilizing the OMNIA Partners contract we currently hold and we verify compliance of our affiliates based on performance to the contract.
4 6	Describe the experience and qualifications of key employees. At TD SYNEX, we bring a wealth of experience and a proven track record in owning and managing Public Sector contracts. We owe our success to our strategic approach to sales and demand generation, tailored to maximize the reach of these contracts. We have over 800 sales representatives located throughout the US and Canada who work directly with our reseller partners to ensure timely quoting, sales, and delivery.
4 7	Describe Offeror's experience working with the government sector. For over 30 years, TD SYNEX Public Sector has focused solely on the public sector. We provide your business with access to in-house subject matter experts aligned with specific technology domains to use our market intelligence to drive informed sales and marketing strategies. This is accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings.
4 8	Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors. None
4 9	Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements. TD SYNEX holds licenses State, Federal regulatory requirements within all 50 states.
5 0	Indicate if Offeror is licensed to do business in all 50 states. ☒ Yes ☐ No

51	Value Add - Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. TD SYNEX is providing out entire line card of OEM's and their services. There are over 2,500 OEM's listed for access to all OMNIA Partner agencies to procure product and services from. We have uploaded our ServiceSolv line card under Response Attachments, and our OEM/Vendor line cards under the "Response Attachments" tab "Other Attachments".
52	Include a per diem rate. Contracts are Firm Fixed Price with No Per Diem offered.
53	For Non-Normal Working Hours, indicate if there is a minimum charge of hours and what the number of hours is. There are no additional charges or a minimum charge of hours for outside of regular working hours.
54	Is pricing available for all products and services? Yes. Pricing and discounts are included in the response under the files uploaded "Products and Pricing". There is also a pricing and discount matrix assed to the "Response Attachments" tab under "Other Attachments" that outlines the TD SYNEX OEM's and their pricing discounts.
55	Describe any shipping charges (where applicable). Shipping charges are included in the price of the products unless there are additional circumstances involved such as overnight deliveries.
56	Provide pricing for warranties on all products and services. Warranties are included standard warranties applied from OEM's
57	Describe any return or restocking fees. As the distributor of manufacturer branded products, TD SYNEX must adhere to the manufacturer's return policies. These policies include adhering to final dates of return or restocking fees for returns. At a minimum, TD SYNEX agrees to a 30 day return policy for unopened product. Not all product lines are eligible for this return policy. Check with your TD SYNEX salesperson to verify specific eligibility.
58	Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc. TD SYNEX can offer special discounts and incentives on a case-by-case basis.
59	Describe how customers verify they are receiving Contract pricing. TD SYNEX has a defined quoting process for our authorized partner/resellers. These fees are based off the OMNIA contract catalog prices with the discounts included and will be quoted by a dedicated OMNIA contract quoting group.
60	Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract. TD SYNEX does not expect the pricing structure to change, however as we receive new price files from the OEM's, the prices are updated in our database and reflected in the catalog quotes.
61	Describe how future product introductions will be priced and align with Contract pricing proposed. All discounts provided within this response will be valid for the contract duration. New products will be added at discounted rate per category as found in the "Response Attachments" tab, "Products and Pricing"

6 2	Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications. TD SYNEX has a strong Diversity Alliance Program which includes partners in support of government agencies. Please find the Program Details in the "Response Attachments Tab", under "Other Attachments"
6 3	Minority Women Business Enterprise Certification If yes, list certifying agency. N/A
6 4	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification If yes, list certifying agency. N/A
6 5	Historically Underutilized Business (HUB) Certification If yes, list certifying agency. N/A
6 6	Historically Underutilized Business Zone Enterprise (HUBZone) Certification If yes, list certifying agency. N/A
6 7	Other recognized diversity certificate holder If yes, list certifying agency N/A
6 8	Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Offeror holds and describe how the Master Agreement will be positioned among the other cooperative agreements. TD SYNEX will communicate the updated contract terms and contract number via a webinar for the current partner/reseller community assigned. The new contract number will be posted on our OMNIA Partner website and will be referenced on the product quotes provided to the agency end users. TD SYNEX will require the reseller/partners to execute a new agreement stating the updated contract number. TD SYNEX currently holds these cooperative agreements: • Equalis Group Technology Solutions R10-1173F; NCPA 01-170 Advanced Technology Solutions Aggregator; OMNIA Partners Cyber Security Solutions #R200803; PEPPM 2024 – Wholesaler Technology Catalog; Sourcewell 020624-SYN TD SYNEX will continue to promote the value of the OMNIA Partners contract, the number of supported agencies and resellers currently using the contract today.
6 9	Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well. ☒ Yes ☐ No

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0**Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.**

All sales materials are to use the OMNIA Partners logo. At a minimum, the Offeror's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☒ Yes

☐ No
7
1**Confirm Offeror will train its national sales force on the Master Agreement. At a minimum, sales training should include:**

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☒ Yes

☐ No
7
2**Provide the name, title, email and phone number for the person(s), who will be responsible for:**

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support: Randy Finley-Sr. Director Public Sector randy.finley@tdsynnex.com- • (800) 2378931 x4001887; Marketing: Melissa Tomberg, Sr. Marketing Program Manager, Melissa.Tomberg@tdsynnex.com, (800) 2378931 x4102582; Sales, Sales Support and Financial Reporting: OMNIA@TDSYNNEX.com; Financial Reporting: contracts@TDSYNNEX.com; Contracts: ContractsAdmin@tdsynnex.com;

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3**Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.**

The Public Sector organization consists of approximately 800 co-workers. TD SYNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

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4**Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

TD SYNEX has dedicated Business Development Contract Specialists supporting OMNIA as the main contacts for the Sales Teams across the U.S. As these contacts are geographically assigned, similar to the OMNIA Partners contract we currently support, our experts work in conjunction with OMNIA personnel to assist in closing opportunities. Please refer to the Public Sector Coverage Map under "Response Attachment" "Other Attachments" to see the coverage.

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Explain in detail how Offeror will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract

administration, etc.

Our Dealer Network is comprised of over 25,000 independent dealers, resellers, and solutions providers nationwide. We have over 7,000 partners selling into Public Sector with 3,500 actively selling into State and Local Government and 1700 partners focused on K-20 Education, and 900 Healthcare. As we include the full TD SYNEX line card across all 50 states, the contract encompasses cross industry selling and support. Ongoing Contract Program Management Activities include, but are not limited to: • Training/webinars - initial and ongoing • Product Refresh - marketing and communication • Business Development-slip/gain report for both reseller and manufacturer • Business Development-monthly sales report to Manufacturer with email updates; • Quarterly Business Review for reseller (or as needed); • Quarterly Business Review for manufacturers • Identification of potential seasonal pricing (hot list) for the OMNIA Partners community • Quarterly Business Review webinar for reseller community • Periodic events to include OMNIA Partners contract dedicated marketing and training sessions at our Public Sector SLED events • Maintenance of authorized reseller database with contact information • Contract reporting and Administrative fee payment to OMNIA Partners • Pricing updates as well as new product identification and submission. TD SYNEX has a fully dedicated contracts team that verifies compliance with the terms and conditions of each contract on every Purchase Order generated through this contract. At the end of each month the contracts team reviews the Point of Sale (POS) report generated from the TD SYNEX purchasing system. Any issues are noted and resolved to ensure 100% compliance. the reporting period. TD SYNEX compares reseller/partner sales to our POS data to ensure accuracy. References of our contract support are available upon request.

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State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

TD SYNEX is a Distributor supporting 500+ current partners/resellers under the OMNIA Partners contract. These contacts will be provided the opportunity to transfer to the new contract to continue conducting business through the OMNIA Partners contract. TD SYNEX has enjoyed a very strong relationship with OMNIA Partners current contract and look forward to conducting business under the new contract. The Top 10 partners/resellers that have sold through the OMNIA contract are: Reseller Agency Totals UPSTATE WHOLESALE SUPPLY INC, DBA BRITE \$ 5,097,023.00 BLUEALLY TECHNOLOGY SOLUTIONS, LLC \$ 2,537,441.43 COMPULINK TECHNOLOGIES INC. \$ 2,478,988.24 COMPUTERS AT WORK INC \$ 2,171,420.61 RAJ SOMAS (NYC FISA) \$ 1,591,475.10 SENTINEL TECHNOLOGIES \$ 1,143,204.86 CS BUSINESS SYSTEMS \$ 1,052,039.10 FLAGLER TECHNOLOGIES LLC \$ 1,027,837.60 COMPUTACENTER UNITED STATES INC. \$ 993,348.56 TRACE3, LLC \$ 975,332.54

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Year 1 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

[REDACTED]

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Year 2 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

[REDACTED]

79	Year 3 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.
80	Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance. ☒ Yes
81	Oral Communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal. ☒ Yes
82	Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance. ☒ Yes
83	Products/Pricing - Upload on Response Attachments Tab i. Offerors shall provide pricing based on coefficient pricing completing Appendix D; or on a discount from a manufacturer's or other price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum the Awarded Offeror must hold the proposed price list firm for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories. · Complete the applicable Pricing information - o Provide equipment manufacturer, equipment types and discount off published list price. - o Define any freight charges. - o Provide classifications of labor with billable rates for each respondent's office(s), territories or district(s) along with any sub-office pricing as required. Each of these labor classification rates shall be fully burdened, defined and will be set for Normal Working Hours and Non-Normal Working Hours. Sub-contractor labor shall not be recognized. Each respondent shall determine their sub-contractor's labor rate as a prime labor classification. For example, an electrician's labor rate shall be calculated based on the respondent's sub-contractor's labor billable rate plus respondent's normal margins on sub-contractor labor. Labor classification shall be provided in the response. - o If using coefficient pricing, the Normal Working Hours and Non-Normal Working Hours for tasks identified in the Scope of Work shall use a benchmark against an established data set (e.g.; RSMeans or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RSMeans or others) city cost index by each respondent's office(s), territories or district(s) to determine effectiveness of providing these tasks. Offerors using coefficient pricing will complete Appendix D. Federal Funding Pricing: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be applied, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit F.

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Not to Exceed Pricing

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

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Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

TD SYNEX has 11 Distribution Facilities and Warehouses across the U.S. The total square footage is 4,758,605.

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Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide,

to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Executive Leadership will promote the award of the OMNIA Partners contract during OEM and partner calls and promote recruitment of Dealers using the Public Sector Contract Specialists dedicated to assist in onboarding new partners/resellers. Internal messaging will include Webinars and marketing tools for the sales force access via the Website.

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Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective

Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

First 90 Days Upon award, communicate to vendor and internal Product Management/Business Development teams. Develop contract terms and conditions statement, pricing calculator, and published contract price file. Review administrative requirements. Update OMNIA Partners contract dedicated contract webpage with required contract details, pricing calculator, and additional relevant contract information for ease of navigation. Social Media awareness campaign to direct customers to our website. Determine manufacturer's strategy and reseller engagement. Establish reseller qualifiers, sales minimums, agreement. Review contract requirements with authorized resellers. Review required business plan/marketing plan from authorized resellers. Conduct training via webinars of resellers, sales representatives, Business Development Representatives, Product Managers and manufacturers. Where applicable, conduct joint road shows to promote/train. Publish TD SYNEX Corporation press release. Provide marketing collateral for resellers. Reseller call campaign to reach out to partners to inform them of the contract. Dealer visits from our Account Managers to evangelize the contract. Dealer Partner live webinar series. "Educate and Inform" stage to ensure reseller customers are aware of the contract. Conference calls and webinars to inform reseller customers of OMNIA Partners. Trade shows, events, and virtual events. Government Navigator business intelligence tool to help Dealer partners uncover opportunities. Email campaign at the Account Manager level. OMNIA Direct line 800-237-8931 toll free

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GENERAL TERMS AND CONDITIONS

Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☒ I certify compliance with this attribute.

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DEVIATIONS TO TERMS AND CONDITIONS

Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer MUST be documented and presented on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. In addition to indicating the requested deviations on the form, additional pages may be provided to more thoroughly explain each deviation listed on the Deviation Form.

☒ I certify compliance with this attribute.

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0**FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

Subsection (c) states “this section does not apply to a publicly held corporation”.

Use the list of values associated with this item to identify your status as it relates to this legal requirement.

Not Applicable-firm is a publicly held corporation

9
1**NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE**

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

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2**CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES**

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity (“Contractors”) and entities that contract with school entity contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.

Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.

Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity and have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☒ I certify compliance with this attribute.

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3**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION**

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A - Not HUB

DISCLOSURE OF INTERESTED PARTIES

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:

- (1) requires an action or vote by the governing body; or
- (2) has a value of \$1 million or more; or
- (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

[Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.](#)

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:

- (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
- (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.

THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:

- *a sponsored research contract of an institution of higher education;*
- *an interagency contract of a state agency or an institution of higher education;*
- *a contract related to health and human services if:*
 - *the value of the contract cannot be determined at the time the contract is executed; and*
 - *any qualified vendor is eligible for the contract;*
- *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

☒ I certify compliance with this attribute.

CONFLICT OF INTEREST QUESTIONNAIRE

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: <https://www.esc4.net/about/about-region-4>.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:

[Texas Local Government Code, Section 176](#)

[Texas House Bill 23](#)

A blank Conflict of Interest Questionnaire is available by clicking:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☒ I certify compliance with this attribute.

9
6**ENTITIES THAT BOYCOTT ISRAEL**

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent, nor any affiliate, subsidiary, or parent company of the Respondent, if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

☒ I certify compliance with this attribute.

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7**FOREIGN TERRORIST ORGANIZATIONS**

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☒ I certify compliance with this attribute.

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8**FIREARMS ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION**

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☒ I certify compliance with this attribute.

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9**ENERGY COMPANY BOYCOTT PROHIBITED**

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

☒ I certify compliance with this attribute.

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0**CRITICAL INFRASTRUCTURE AFFIRMATION**

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.

The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☒ I certify compliance with this attribute.

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

☐ OPTION A - No proprietary information

CONSENT TO RELEASE PROPOSAL TABULATION

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☒ I certify compliance with this attribute.

103

CONTRACTING INFORMATION

If Vendor is not a governmental body and

- (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC; or
- (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

- (1) related to the purchase or underwriting of a public security;
- (2) is or may be used as collateral on a loan; or
- (3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

- (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;
- (2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and
- (3) on completion of the Agreement, either
 - (a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or
 - (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☒ I certify compliance with this attribute.

104

ANTI-TRUST CERTIFICATION STATEMENT

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☒ I certify compliance with this attribute.

105

FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

☒ I certify compliance with this attribute.

106 FEDERAL RULE (B) - TERMINATION CONDITIONS

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.

☒ I certify compliance with this attribute.

107 FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY

(C) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Pursuant to Federal Rule (C) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

☒ I certify compliance with this attribute.

108 FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

☒ I certify compliance with this attribute.

109 FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(E) (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

☒ I certify compliance with this attribute.

110 FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(F) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

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FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT

(G) The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

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FEDERAL RULE (H) - DEBARMENT AND SUSPENSION

(H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.

☒ I certify compliance with this attribute.

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3** **FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT**

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

☒ I certify compliance with this attribute.

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4** **FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS**

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

☒ I certify compliance with this attribute.

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5**FEDERAL RULE (K) - PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT**

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☒ I certify compliance with this attribute.

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6**FEDERAL RULE (L) - BUY AMERICAN PROVISIONS**

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☒ I certify compliance with this attribute.

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7**FEDERAL RULE - REQUIRED AFFIRMATIVE STEPS FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS**

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

☒ I certify compliance with this attribute.

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8** **FEDERAL RULE - FEDERAL RECORD RETENTION**

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☒ I certify compliance with this attribute.

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9** **FEDERAL RULE - PROFIT NEGOTIATION**

For purchases using Federal funds in excess of \$250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☒ I certify compliance with this attribute.

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0** **FEDERAL RULE - SOLID WASTE DISPOSAL ACT**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☒ I certify compliance with this attribute.

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1** **APPLICABILITY TO SUBCONTRACTORS**

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☒ I certify compliance with this attribute.

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2** **COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

☒ I certify compliance with this attribute.

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3**INDEMNIFICATION****Acts or Omissions**

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☒ I certify compliance with this attribute.

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4**EXCESS OBLIGATIONS PROHIBITED**

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☒ I certify compliance with this attribute.

1
2
5**SUSPENSION AND DEBARMENT**

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☒ I certify compliance with this attribute.

CHANGE IN LAW AND COMPLIANCE WITH LAWS

Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.

☒ I certify compliance with this attribute.

**Response to Request for Proposal
Solicitation Number 25-03
Cyber Security Solutions
By
Region 4 Education Service Center
In Partnership with
OMNIA Partners, Public Sector**



Prepared By
TD SYNnex Corporation
39 Pelham Ridge Drive, Greenville, SC 29615
April 23, 2025



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 25-03

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Cyber Security Solutions

SUBMITTAL DEADLINE: Thursday, April 17, 2025, 2:00 PM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Cyber Security Solutions ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Cyber Security Solutions. Addendum No.1 is hereby issued as follows:

1. **Questions Deadline:** The deadline for receipt of questions this RFP is hereby changed in the Calendar of Events to from Friday, March 28, 2025 to the date & time below:

- Thursday, March 27, 2025 @ 5:00 PM Central Time

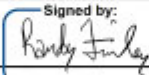
This date aligns with Region 4 ESC's Procurement System, IONWAVE.

RECEIPT OF ADDENDUM NO.1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name TD SYNnex

Contact Person Randy Finley

Signature 

Date Apr 9, 2025 12:54:53 EDT

Crystal Wallace, CTSBS
Region 4 Education Service Center
Procurement Contract Specialist



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 25-03

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Cyber Security Solutions

This Addendum No. 2 amends the Request for Proposals (RFP) for Cyber Security Solutions ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Cyber Security Solutions. Addendum No. 1 is hereby issued as follows:

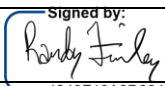
CHANGES TO THE RFP TO UPDATE THE SUBMITTAL DEADLINE

1. SUBMITTAL DEADLINE: THURSDAY, APRIL 24, 2025, 2:00 PM CENTRAL TIME

ALL OTHER ITEMS IN THE RFP SHALL REMAIN.

RECEIPT OF ADDENDUM NO. 2 **ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name TD SYNnex
Randy Finley
Contact Person _____
Signature 
4349F10A8D8942...
Date Apr 18, 2025 | 12:57:22 EDT

Crystal Wallace
Region 4 Education Service Center Procurement
Contract Specialist

Cyber Security Solutions
Solicitation Number 25-03
Addendum No. 2

Page 1 of 1

DEVIATION FORM for Region 4 ESC Terms ONLY
(Deviations for OMNIA Partners should be submitted by redlining the document)

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)
- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:
(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

[illegible]

April 22, 2025

Region 4 Education Service Center

7145 West Tidwell Rd.

Houston, TX 77092

In Partnership with Omnia Partners

5001 Aspen Grove Dr.

Franklin, TN 37067

Re: **Region 4 Education Service Center and Omnia Partners RFP #25-03 for Cyber Security Solutions**

Dear Sir/Madam:

TD SYNnex Corporation appreciates the opportunity to propose an innovative program utilizing our tier-one OEM solutions, authorized reseller/integrator partners, and world-class program management. This document, along with the materials listed in Appendix A, represents our formal response to this RFP. Our response does not contain any proprietary information.

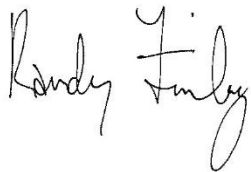
TD SYNnex Corporation is pleased to offer Region 4 Education Service Center (ESC) member agencies, in partnership with Omnia Partners, access to the full line of Palo Alto Networks products. Palo Alto Networks, the global cybersecurity leader, is shaping the cloud-centric future with technology that is transformative technology. Their mission is to be the cybersecurity partner of choice, protecting the digital way of life.

Additionally, TD SYNnex Corporation offers Region 4 ESC member agencies, in partnership with Omnia Partners, access to over 2,500 original IT manufacturers, providing comprehensive advanced technology solutions through the Omnia Partners contract without the need for multiple contracts.

The TD SYNnex team recognizes the value your program brings to customers procuring through the Omnia Partners contract. We will continue to leverage our network of order fulfillment partners to grow this program with incremental revenue from other contract vehicles. We look forward to continuing our long-term partnership with the Region 4 ESC and Omnia Partners.

We will be pleased to answer any questions you may have as you review and consider the merits of our response.

Sincerely,



Randy Finley

Senior Director

Public Sector Business Development

TD SYNnex Corporation

39 Pelham Ridge Drive

Greenville, South Carolina 29615

(510) 402-7058

randy.finley@tdsynnex.com

Additional Attachments In the Portal

1. TD SYNnex Public Sector Business Development Team Coverage Map 20250311.pdf
2. TD Synnex-2023-corporate-citizenship-report.pdf
3. D&B_TD SYNnex CORPORATION_03.27.2025.pdf
4. TD SYNnex Public Sector Diversity Alliance Program - For Resellers.pdf
5. ServiceSolv-Company-Line-Card.pdf
6. Palo Alto Networks Company Overview.pdf
7. Palo Alto Letter for Omnia Cyber RFP _Synnex.pdf
8. 2908931-25 TD SNX Monthly Line Card PDF Updates - Jan.pdf
9. TD SYNnex Marketing Plan.pdf
10. TD SYNnex response - Awards.docx
11. TD Synnex Corporation-NJ-Cert Copy of Application Certi.pdf
12. ISO-9001-5100 Liberty Way, Alliance Gateway Park, Fort Worth, TX, 76177-4008.pdf
13. 25-03 Cyber Security Solutions Addendum 1.pdf
14. Cover Letter and Exhibit A Response

APPENDIX B



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A

Response for National Cooperative Contract

1.0 SCOPE OF NATIONAL COOPERATIVE CONTRACTS

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as “**Principal Procurement Agency**”), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), is requesting proposals for On-Demand Logistics (Rideshare), Meals, and Logistics Solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“**Master Agreement**”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“**Public Agencies**”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier nationally to Public Agencies.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through its available marketing channels as appropriate with OMNIA Partners' overall marketing strategy.

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

The OMNIA Partners Manufacturer Enablement Team will work in conjunction with Supplier and supporting manufacturers of awarded products available through awarded Supplier (where applicable) to promote the Master Agreement through initiatives that may include:

- A. Driving speed to market to reach Public Agencies through process innovation
- B. Encouraging competitive manufacturer offerings
- C. Providing enhanced data driven analytics to suppliers and manufacturers
- D. Identifying participant engagement opportunities for Suppliers and manufactures

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform. Supplier is expected to embrace OMNIA Partners' technology enabled tools including its ecommerce platform, OPUS. The ecommerce platform may include integrating supplier's catalog into the platform (if applicable), providing keywords to allow for quick connects, responding and reporting any leads that come to the supplier via their quick connect link in OPUS.

[REDACTED]

1.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Provide Supplier's logo, content and keywords for OMNIA Partners website contract search and ecommerce platform
- ii. Creation and distribution of an announcement or press release to Public Agencies, customers and/or trade publications
- iii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iv. Design, publication and distribution of co-branded marketing materials within first 90 days
- v. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, ads in trade publications, etc.)
- vii. Dedicated OMNIA Partners page on Supplier's website with:
 - OMNIA Partners standard logo.
 - Copy of original Request for Proposal.
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier.
 - Summary of Products and pricing.
 - Marketing Materials
 - Electronic link to OMNIA Partners' website.
 - A dedicated toll-free number and email address for OMNIA Partners

The 90-Day Plan is outlined in Section 3.3, Vendor Response below, plus there is a copy uploaded of our Marketing Plan provided under the "Response Attachments" tab. TD Synnex currently holds an OMNIA Partners contract award #R200803 which has been very successful for both companies. As part of the award, TD SYNnex has met all the above requirements. The TD SYNnex OMNIA Partners contract currently has over 2,500 OEM's listed through TD SYNnex. The current URL for the contract found on the TD SYNnex main contracts page is: [OMNIA Partners – TD SYNnex Public Sector](#).

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for use in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

TD SYNnex shares our logo with OMNIA Partners today and enjoys full marketing rights for communications and promotions. We also suggest to our customer partners to display the OMNIA logo at trade show events, on presentations and their marketing events and campaigns.

1.4 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100 Million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.5 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier.

Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies.

Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide.

Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process.

1.6 Objectives of Cooperative Program

Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to

OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

As part of the attributes in Ion Wave, Offeror's are to supply the following information, in order for the Principal Procurement Agency to determine the Offeror's ability to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

TD SYNnex has come together through a history of balanced Mergers & Acquisitions and organic growth. On March 22, 2021, SYNnex Corporation (NYSE: SNX) and Tech Data Corporation announced a definitive merger agreement under which SYNnex and Tech Data will combine. The combined company, with a team of over 23,000 co-workers will provide customers and vendors with expansive reach across products, services, and geographies to accelerate technology adoption. Tech Data was wholly owned by funds managed by affiliates of Apollo Global Management, Inc. (NYSE: APO) (the "Apollo Funds") and their co-investors.

Headquartered in Fremont, CA and Clearwater, FL, TD SYNnex is an industry leader in IT distribution with global operations. TD SYNnex is listed on the New York Stock Exchange (NYSE: SNX) and is ranked #64 on the 2023 Fortune 500. TD SYNnex has built upon its core distribution business to create a highly efficient hybrid model that provides customers with a wide range of solutions and value-added services. A publicly-traded corporation on the New York Stock Exchange (SNX), TD SYNnex is a global business process services company, providing outsourcing services in IT distribution, contract assembly, logistics management, and more to resellers and original equipment manufacturers (OEMs) around the world. TD SYNnex distributes technology products from more than 2,500 world-leading IT OEM suppliers to more than 25,000 resellers throughout the US, Canada, and Mexico. Our focused product categories include IT systems, rugged mobility, peripherals, system components, software, and networking. TD SYNnex Public Sector is a specialized, fully integrated business unit that focuses on bridging the gap between technology partners and U.S. public sector organizations so they can achieve their individual missions. This is accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings. TD SYNnex Public Sector has been exclusively focused on the Public Sector, including higher education customers, since 1991.

The Public Sector organization consists of approximately 800 co-workers. TD SYNnex tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

B. Total number and location of salespersons employed by Supplier.

The Public Sector organization consists of approximately 800 co-workers focused on the OMNIA contract. TD SYNnex tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal.

TD SYNnex Office Facilities:

- Fremont, CA (44201 Nobel Drive, Fremont, CA 94538)
- Clearwater, FL (16202 Bay Vista Drive, Clearwater, FL 33760)

- Greenville, SC (39 Pelham Ridge Drive, Greenville, SC 29615)
- Herndon, VA (DLT Solutions, 2411 Dulles Corner Park #800, Herndon, VA 20171)
- Gilbert, AZ (410 E Rivulon Blvd, Suite 201, Gilbert, AZ 85295)

C. Number and location of support centers (if applicable) and location of corporate office.

TD SYNnex main headquarters is in Fremont, CA and Clearwater, FL, TD SYNnex is an industry leader in IT distribution with global operations.

TD SYNnex' distribution model focuses on top-tier manufacturers, offering value-added resellers, system integrators, and solution providers access through knowledge based sales consultants. We have over 1 million square feet of warehouse space across 11 distribution centers, located strategically throughout the United States.

TD SYNnex offers:

- Proven distribution, logistics and product management processes
- Excellent past performance in the Public Sector market
- A national presence and nationwide distribution network
- ISO 9001-certified supply chain that increases efficiencies and reduces costs
- Supply Chain Risk Management (SCRM) Plan (available upon request)
- Customs-Trade Partnership Against Terrorism (C-TPAT) Certified
- Membership in Transported Asset Protection Association (TAPA)
- Experienced government contractor with both Federal and State contracts
- A nationwide network of value-added resellers and solution providers with one or more SBA certified small business socio-economic statuses.

TD SYNnex Distribution Centers:

- | | |
|------------------------|--------------------------|
| • Chino, California | • South Bend, Indiana |
| • Fontana, California | • Southaven, Mississippi |
| • Tracy, California | • Swedesboro, New Jersey |
| • Miami, Florida | • Columbus, Ohio |
| • Suwanee, Georgia | • Fort Worth, Texas. |
| • Romeoville, Illinois | |

TD SYNnex North American Operational Footprint



D. Annual sales for the three previous fiscal years.

TD SYNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

TD SYNnex Public Sector fiscal year 2022 public sector sales were in excess of \$11.2 Billion (18.0% of overall company revenue):

- Education \$4 Billion
- State/Local government \$3.3 Billion
- Federal \$3.9 Billion

TD SYNnex Public Sector fiscal year 2023 public sector sales were in excess of \$11.6 Billion (20.2% of overall company revenue):

- Education \$3.9 Billion
- State/Local government \$3.5 Billion
- Federal \$4.0 Billion

TD SYNnex Public Sector fiscal year 2024 public sector sales were in excess of \$12.5 Billion (21.4% of overall company revenue):

- Education \$4.5 Billion
- State/Local government \$4.1 Billion
- Federal \$3.9 Billion

TD SYNEX fiscal year starts on December 1st of the current year and ends on November 30th of the following year.

FY 2022	\$62,343,800,000.00
FY 2023	\$57,555,400,000.00
FY 2024	\$58,452,400,000.00

a. Submit FEIN and Dunn & Bradstreet report.

TD SYNEX FEIN is 94-2703333

D&B Financial report is below, and a .pdf of the report has been attached in the “Response Attachments Tab, “Other Attachments”.

LIVE REPORT

TD SYNnex CORPORATION

Tradestyle(s): TD SYNnex 1

ACTIVE HEADQUARTERS

D-U-N-S Number: 05-599-1053
Phone: +1 510 668 3400

Address: 44201 Nobel Dr, Fremont, CA, 94538, United States Of America
Web: www.tdsynnex.com
Endorsement: nelita.faraon@tdsynnex.com
Exclude from Portfolio Insight: No
Folders: All Companies

Summary

Currency: USD

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name		Current Status	Details
PAYDEX®	↑	70	15 Days Beyond Terms
Delinquency Score	↑	77	Low to Moderate Risk of severe payment delinquency.
Failure Score	↓	23	Moderate to High Risk of severe financial stress.
D&B Viability Rating		2 6 A A	View More Details
Bankruptcy Found		N	
D&B Rating		5A3	US\$ 50,000,000 and over in Net Worth or Equity. Moderate Risk

ALL ACCOUNTS

Totals	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due
-	-	-	-	-

Account Level Detail

Account Name	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due	Account Status	Folders
--------------	-------------------	-----------------------	--------------------------	----------------	----------------	---------



There are currently no account associated with this D-U-N-S.
Upload account or create an account to view summary.

ALL APPLICATIONS

Totals

Total Requested Amount

Total Credit Limit

Application Level Detail

Application Name

Application Status

Date Created

Date Declined

Requested Amount

Credit Limit

✎

There are no applications associated with this D-U-N-S. Create an application to view summary.

COMPANY PROFILE ⓘ

D-U-N-S

05-599-1053

Mailing Address

UNITED STATES

Annual Sales

58,452,436,000 (USD)

Legal Form

Unknown

Telephone

+1 510 668 3400

Net Worth

8,035,434,000

History Record

Clear

Website

www.baylands.com

Employees

23,000(150 here)

Date Incorporated

09/04/2003

Present Control Succeeded

1980

Age (Year Started)

45 Years (1980)

State of Incorporation

DELAWARE

Named Principal

Patrick Zammit, PRES-CEO

Ownership

Public: 500(NYS)

Line of Business

Ret. computers/software

SIC

5734

NAICS

449210

Street Address:

WEIBEL

44201 Nobel Dr.

Fremont, CA, 94538,

United States Of America

OVERALL BUSINESS RISK ⓘ

Dun & Bradstreet thinks...

HIGH

MODERATE-HIGH

MODERATE

LOW-MODERATE

LOW

Overall assessment of this organization over the next 12 months:

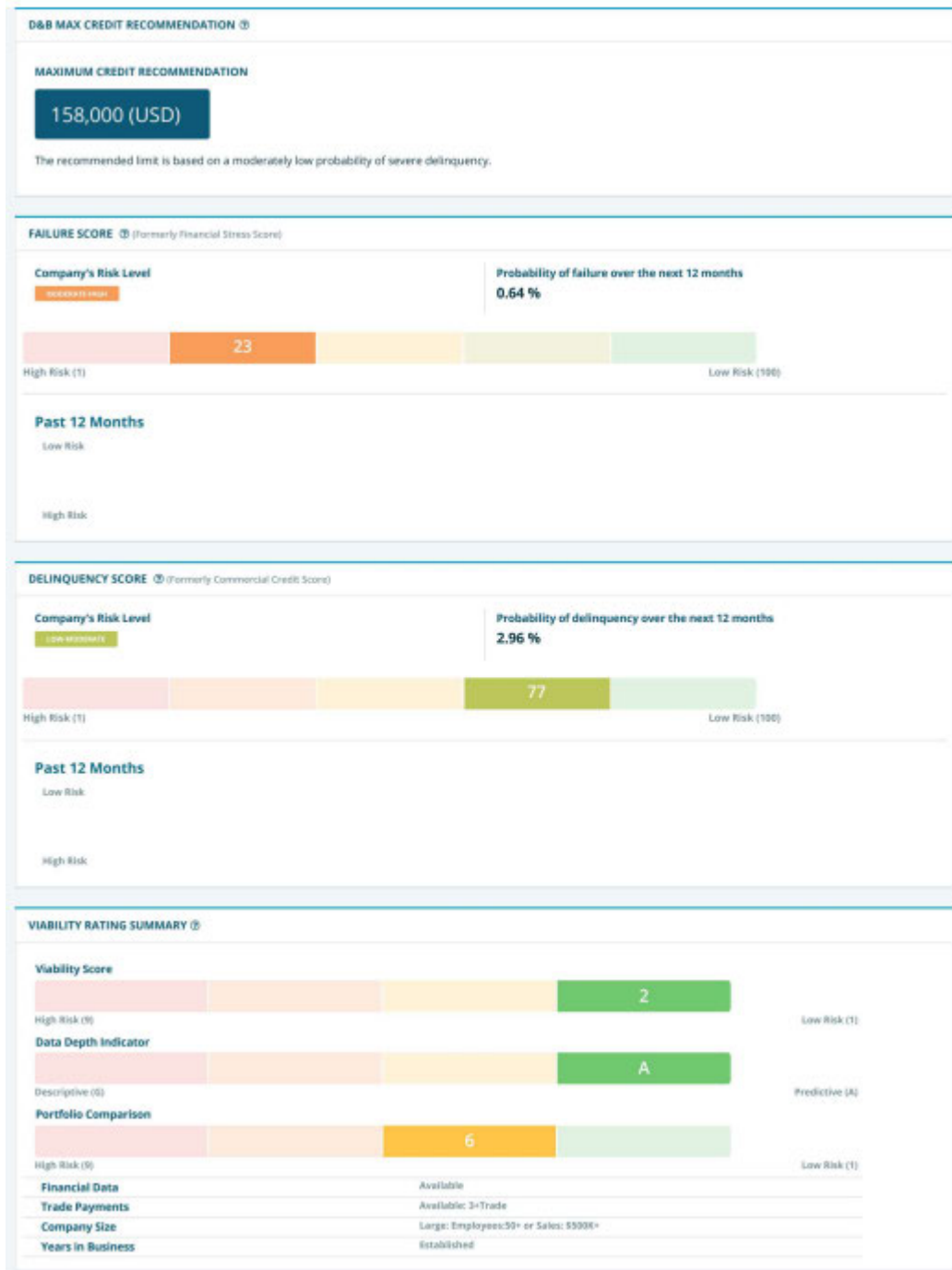
Stable Condition Due To Large Business Size

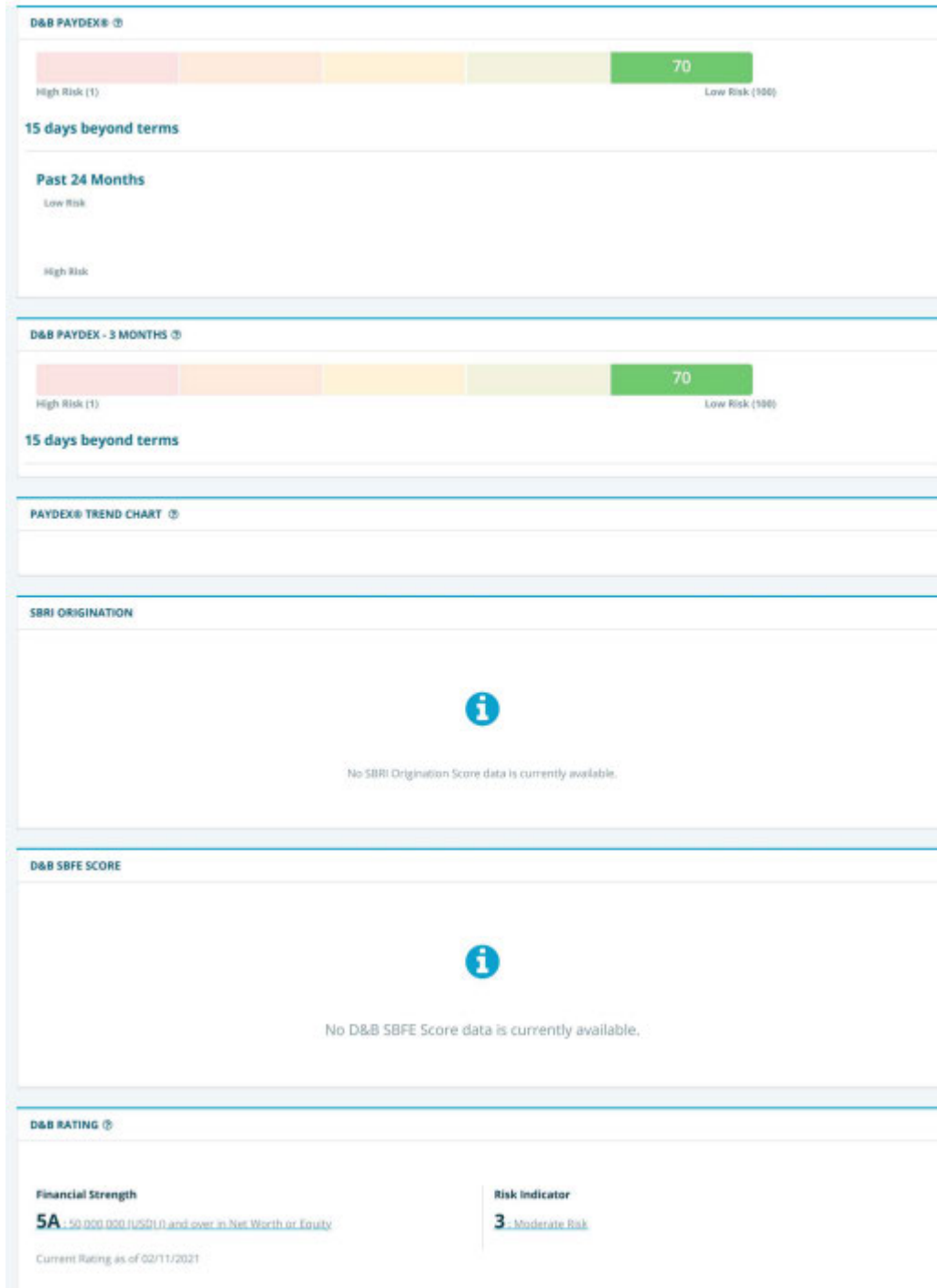
Based on the predicted risk of business discontinuation:

Exhibiting Some Financial Stress

Based on the predicted risk of severely delinquent payments:

Low Potential For Severely Delinquent Payments





LEGAL EVENTS		
Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	23	03/07/2025
Suits	3	09/26/2023
UCC	79	05/29/2024

DETAILED TRADE RISK INSIGHT™		
Days Beyond Terms **1 Days**		**3 Months** **From Jan-25 to Mar-25**
Days Beyond Terms Past 3 months : 1 Low Risk:0 ; High Risk:120+		
Dollar-weighted average of **158** payment experiences reported from **70** companies.		
DETAILED TRADE RISK INSIGHT™ 13 MONTH TREND		
Total Amount Current and Past Due -		
FINANCIAL OVERVIEW - BALANCE SHEET		
Balance Sheet ⁽¹⁾	Amount ⁽²⁾	Last 3 Years
Net Worth	8,035,434,000 (USD)	
Total Current Assets	21,324,696,000 (USD)	
Total Assets	30,274,479,000 (USD)	
Total Current Liabilities	17,221,235,000 (USD)	
Working Capital/Net Current Assets	4,103,461,000 (USD)	
Total Liabilities	22,239,045,000 (USD)	
Long Term Liabilities	5,017,810,000 (USD)	
1. Fiscal (Consolidated) 11/30/2024 2. (in Single Units) Source: Edgar		
TRADE PAYMENTS		
Highest Past Due: 9,000,000		
Highest Now Ow ing 50,000,000	**Total Trade Expe** riences 248	**Largest High Cre** dit 50,000,000

FINANCIAL OVERVIEW - PROFIT AND LOSS

Profit & Loss ⁽¹⁾	Amount ⁽²⁾	Last 3 Years
Sales	58,452,436,000 (USD)	
EBIT	1,185,493,000 (USD)	
EBITDA	1,593,025,000 (USD)	
Net Income	689,091,000 (USD)	

1. Fiscal (Consolidated) 11/30/2024
2. (in Single Units)
Source: Edgar

OWNERSHIP

Subsidiaries	Branches	Total Members
32	30	420

This company is a Global Ultimate, Domestic Ultimate, Headquarters, Parent.

	Global Ultimate	Domestic Ultimate
Name	TD SYNnex Corporation	TD SYNnex Corporation
Country	United States	United States
D-U-N-S	05-599-1053	05-599-1053
Others	-	-

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS

Key Business Ratios	Business Ratio
Current Ratio	1.24
Quick Ratio	0.72
Current Liabilities/Net Worth	2.14
Sales to Net Working Capital	14.24
Interest Coverage	3.71
Debt to Equity	2.77

Source: Edgar

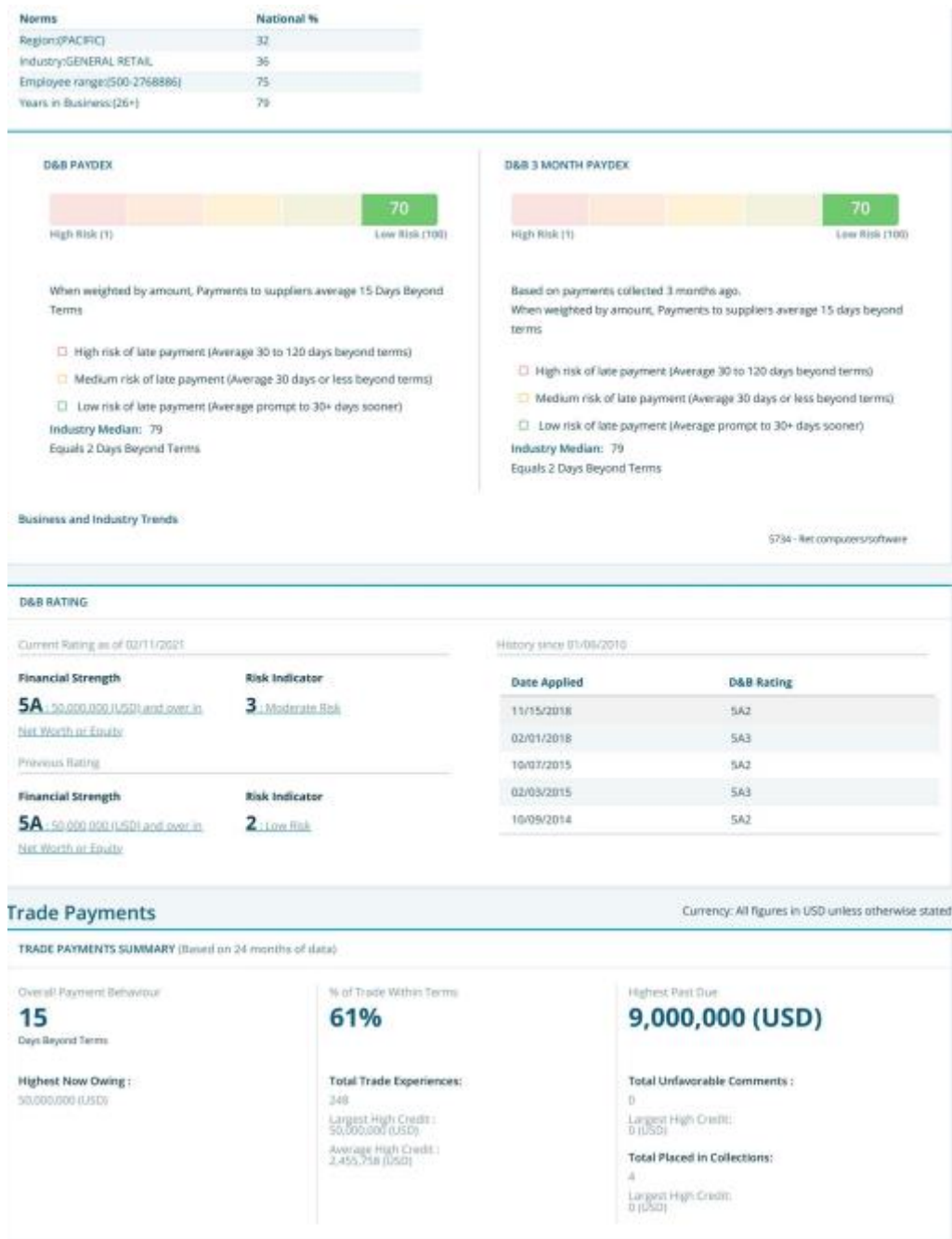
ALERTS ⓘ

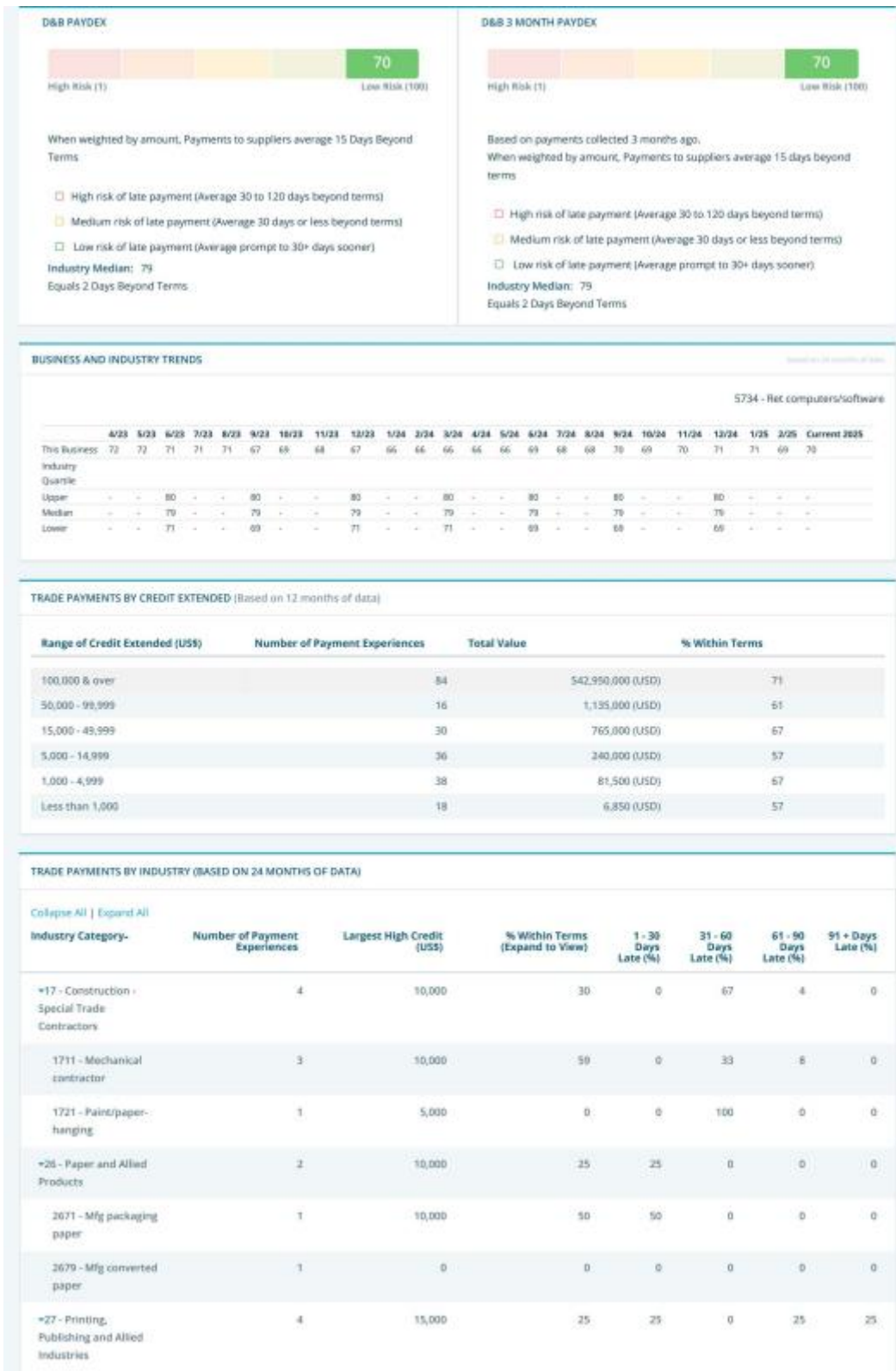


There are no alerts for this D-U-N-S Number.

NEWS	
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS	
TD Synnex Shares Drop 17% After Earnings Report Misses Expectations	Index Box 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS	
Gold Gains Over 1%; TD SYNnex Shares Plunge After Downtbeat Results	Benzinga 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS	
TD Synnex Stock Sinks as Expenses Increase	Yahoo! Finance 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS	
TD Synnex Stock Sinks as Expenses Increase	Investopedia 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS	
Sector Update: Tech Stocks Decline Premarket Thursday	Fidelity 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS	
TD SYNnex (NYSE:SNX) Misses Q1 Sales Targets, Stock Drops	Yahoo! Finance 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS, MERGER AND ACQUISITION	
Got \$5,000? Is it Better to Buy and Hold Bitcoin or Ethereum?	FlipItMoney -Flips 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS	
3 Smart Cryptos to Buy in a Market Crash	FlipItMoney -Flips 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS	
US attractive, but capital may shift due to "America First" policies	FlipItMoney -Flips 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS	
Hardware Home Innovation announces demerger and amalgamation scheme	FlipItMoney -Flips 03/27/2025
NOTES	
Add Note  No notes is available for this D-U-I-N-S Number.	
COUNTRY/REGIONAL INSIGHT	
 United States Of America The US has expanded its list of Canadian and Mexican goods exempted from import tariffs, giving mixed signals to other economies about its policy direction.	
Risk Category High Risk LOW Low Risk	
Available Reports Country Insight Report (CIR) ⓘ Country Insight Snapshot (CIS) ⓘ Current Publication Date: 03/17/2025 Current Publication Date: 03/17/2025	

STOCK PERFORMANCE	
History Daily High 52-Week High	Performance P/E: EPS: Div/Yield
The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating. Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.	
Risk Assessment	
Currency: All figures in USD unless otherwise stated	
D&B RISK ASSESSMENT	
OVERALL BUSINESS RISK HIGH MODERATE-HIGH MODERATE LOW-MODERATE LOW	MAXIMUM CREDIT RECOMMENDATION 158,000 (USD)
Dun & Bradstreet thinks... - Overall assessment of this organization over the next 12 months: STABLE CONDITION DUE TO LARGE BUSINESS SIZE - Based on the predicted risk of business discontinuation: EXHIBITING SOME FINANCIAL STRESS - Based on the predicted risk of severely delinquent payments: LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS	
The recommended limit is based on a moderately low probability of severe delinquency.	
D&B VIABILITY RATING SUMMARY	
The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:	
Viability Score Compared to All US Businesses within the D&B Database: - Level of Risk: Low Risk - Businesses ranked 2 have a probability of becoming no longer viable: 2 % - Percentage of businesses ranked 2: 4 % - Across all US businesses, the average probability of becoming no longer viable: 14 %	Portfolio Comparison Compared to All US Businesses within the same MODEL SEGMENT: - Model Segment :Available Financial Data - Level of Risk: Moderate Risk - Businesses ranked 6 within this model segment have a probability of becoming no longer viable: 0.7 % - Percentage of businesses ranked 6 with this model segment: 8 % - Within this model segment, the average probability of becoming no longer viable: 0.6 %





2711 - Newspaper-print/publ	1	15,000	100	0	0	0	0
2759 - Misc coml printing	1	2,500	0	0	0	100	0
2731 - Books-print/publish	1	750	0	100	0	0	0
2741 - Misc publishing	1	100	0	0	0	0	100
•30 - Rubber and Miscellaneous Plastics Products	3	1,000,000	100	0	0	0	0
3089 - Mfg misc plastic prdt	3	1,000,000	100	0	0	0	0
•35 - Industrial and Commercial Machinery and Computer Equipment	18	50,000,000	88	4	4	0	4
3572 - Mfg computer storage	8	50,000,000	100	0	0	0	0
3571 - Mfg computers	5	50,000,000	57	0	21	1	21
3577 - Mfg comp peripherals	2	5,000,000	81	19	0	0	0
3579 - Mfg misc office eqpt	2	600,000	100	0	0	0	0
3564 - Mfg blowers/fans	1	5,000	100	0	0	0	0
•36 - Electronic and other electrical equipment and components except computer equipment	8	50,000,000	50	33	0	0	17
3663 - Mfg broadcasting equip	2	50,000,000	50	49	0	0	1
3651 - Mfg audio/video equip	2	40,000,000	99	1	0	0	0
3679 - Mfg elect. components	1	2,000,000	50	50	0	0	0
3674 - Mfg semiconductors	1	100,000	50	50	0	0	0
3678 - Mfg elect. connectors	1	7,500	0	0	0	0	100
3625 - Mfg relays/controls	1	5,000	50	50	0	0	0
•38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks	3	500,000	94	0	0	0	6
3841 - Mfg medical instrmnt	2	500,000	88	0	0	0	12
3861 - Mfg photograph equip	1	60,000	100	0	0	0	0
•42 - Motor Freight Transportation and Warehousing	17	1,000,000	60	9	1	30	1

4213 - Trucking non-local	16	1,000,000	70	17	2	10	1
4214 - Local truck w/storage	1	25,000	50	0	0	50	0
47 - Transportation Services	11	800,000	50	50	0	0	0
4731 - Arrange cargo transpt	11	800,000	50	50	0	0	0
48 - Communications	16	250,000	67	0	0	33	0
4813 - Telephone communictns	11	100,000	100	0	0	0	0
4812 - Radiotelephone commun	4	250,000	100	0	0	0	0
4833 - Television station	1	750	0	0	0	100	0
49 - Electric, Gas and Sanitary Services	8	200,000	100	0	0	0	0
4911 - Electric services	8	200,000	100	0	0	0	0
50 - Wholesale Trade - Durable Goods	29	50,000,000	59	26	1	8	6
5045 - Whol computers/softwr	10	5,000,000	81	9	6	4	0
5085 - Whol industrial suppl	7	300,000	57	43	0	0	0
5065 - Whol electronic parts	5	50,000,000	55	45	0	0	0
5054 - Whol appliances	2	20,000,000	92	8	0	0	0
5099 - Whol durable goods	2	80,000	38	50	0	12	0
5084 - Whol industrial equip	1	2,500	50	0	0	0	50
5063 - Whol electrical equip	1	2,500	50	0	0	50	0
5094 - Whol jewelry	1	500	50	50	0	0	0
51 - Wholesale Trade - Nondurable Goods	12	2,000,000	71	4	4	0	20
5199 - Whol nondurable goods	6	2,000,000	99	1	0	0	0
5113 - Whol service paper	3	2,500	58	21	21	0	0
5149 - Whol groceries	1	25,000	100	0	0	0	0
5141 - Whol general grocery	1	10,000	100	0	0	0	0
5112 - Whol office supplies	1	2,500	0	0	0	0	100
55 - Automotive Dealers and Gasoline Service Stations	1	55,000	100	0	0	0	0
5511 - Ret new/used autos	1	55,000	100	0	0	0	0

▼57 - Home Furniture Furnishings and Equipment Stores	1	65,000	50	0	50	0	0
5734 - Ret computer/software	1	65,000	50	0	50	0	0
▼59 - Miscellaneous Retail	3	80,000	67	17	17	0	0
5948 - Ret luggage/leather	1	80,000	100	0	0	0	0
5999 - Ret misc merchandise	1	35,000	0	50	50	0	0
5961 - Ret mail-order house	1	20,000	100	0	0	0	0
▼60 - Depository Institutions	3	5,000	100	0	0	0	0
6021 - Natnl commercial bank	3	5,000	100	0	0	0	0
▼61 - Nondepository Credit Institutions	6	1,000,000	100	0	0	0	0
6153 - Short-term busn credit	6	1,000,000	100	0	0	0	0
▼70 - Hotels Rooming Houses Camps and other Lodging Places	1	900,000	0	50	50	0	0
7011 - Hotel/motel operation	1	900,000	0	50	50	0	0
▼73 - Business Services	40	5,000,000	50	10	14	13	13
7371 - Custom programming	8	5,000,000	99	1	0	0	0
7361 - Employment agency	8	800,000	58	42	0	0	0
7372 - Prepackaged software	6	2,000,000	82	18	0	0	0
7381 - Detective/guard svcs	5	100,000	100	0	0	0	0
7363 - Help supply service	4	100,000	51	2	0	0	47
7389 - Misc business service	3	750,000	61	0	0	39	0
7353 - Hvy const eqpt rental	2	7,500	0	50	50	0	0
7373 - Computer system design	1	300,000	0	0	0	0	100
7379 - Misc computer service	1	250,000	50	0	50	0	0
7359 - Misc equipment rental	1	200,000	50	0	50	0	0
7374 - Data processing svcs	1	1,000	0	0	0	100	0
▼75 - Automotive Repair, Services and Parking	1	2,500	50	50	0	0	0
7514 - Passenger car rental	1	2,500	50	50	0	0	0

83 - Social Services	1	2,500	100	0	0	0	0
8322 - Family social service	1	2,500	100	0	0	0	0
87 - Engineering Accounting Research Management and Related Services	7	20,000	28	33	0	33	5
8742 - Management consulting	5	2,500	84	0	0	0	16
8748 - Business consulting	1	20,000	0	100	0	0	0
8734 - Testing laboratory	1	5,000	0	0	0	100	0
91 - Executive Legislative and General Government except Finance	1	7,500	100	0	0	0	0
9111 - Executive office	1	7,500	100	0	0	0	0
93 - Public Finance Taxation and Monetary Policy	8	100,000	100	0	0	0	0
9311 - Public finance	8	100,000	100	0	0	0	0
99 - Nonclassifiable Establishments	18	50,000,000	75	25	0	0	0
9999 - Nonclassified	18	50,000,000	75	25	0	0	0

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
03/25	Pays Promptly	-	5,000,000	2,000,000	0	1
03/25	Pays Promptly	-	20,000	0	0	Between 2 and 3 Months
03/25	Pays Promptly	-	2,500	750	0	1
03/25	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
03/25	Pays Promptly	-	1,000	0	0	1
03/25	Pays Prompt to Slow 120+	-	15,000	0	0	Between 6 and 12 Months
03/25	Pays Slow 30-90+	-	25,000	0	0	Between 4 and 5 Months
03/25	Pays Slow 90+	-	100,000	7,500	5,000	1
03/25	Pays Slow 30-90+	-	10,000	2,500	1,000	1
02/25	Pays Promptly	-	40,000,000	6,000,000	0	1
02/25	Pays Promptly	-	20,000,000	0	0	Between 4 and 5 Months
02/25	Pays Promptly	-	2,000,000	1,000,000	2,500	1
02/25	Pays Promptly	-	1,000,000	750,000	0	1
02/25	Pays Promptly	-	1,000,000	1,000,000	0	1
02/25	Pays Promptly	-	750,000	0	0	Between 4 and 5 Months
02/25	Pays Promptly	-	250,000	250,000	0	1
02/25	Pays Promptly	-	250,000	100,000	10,000	1
02/25	Pays Promptly	-	200,000	250	0	1
02/25	Pays Promptly	-	200,000	0	0	Between 6 and 12 Months
02/25	Pays Promptly	-	100,000	85,000	0	1
02/25	Pays Promptly	-	90,000	25,000	0	1
02/25	Pays Promptly	-	85,000	0	0	Between 6 and 12 Months
02/25	Pays Promptly	N60	80,000	0	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
02/25	Pays Promptly	-	45,000	10,000	0	1
02/25	Pays Promptly	N60	35,000	35,000	1,000	1
02/25	Pays Promptly	-	20,000	7,500	0	1
02/25	Pays Promptly	N60	15,000	15,000	7,500	1
02/25	Pays Promptly	-	7,500	7,500	0	1
02/25	Pays Promptly	-	7,500	0	0	Between 2 and 3 Months
02/25	Pays Promptly	-	5,000	2,500	0	1
02/25	Pays Promptly	N60	5,000	5,000	5,000	1
02/25	Pays Promptly	-	5,000	0	0	Between 6 and 12 Months
02/25	Pays Promptly	-	2,500	250	0	1
02/25	Pays Promptly	-	2,500	2,500	1,000	1
02/25	Pays Promptly	-	2,500	500	0	1
02/25	Pays Promptly	N60	2,500	0	0	1
02/25	Pays Promptly	-	2,500	2,500	0	1
02/25	Pays Promptly	-	2,500	1,000	0	1
02/25	Pays Promptly	-	1,000	0	0	Between 2 and 3 Months
02/25	Pays Promptly	-	1,000	1,000	0	1
02/25	Pays Promptly	-	750	750	0	1
02/25	Pays Promptly	-	500	0	0	1
02/25	Pays Promptly	-	250	250	0	1
02/25	Pays Promptly	-	250	0	0	1
02/25	Pays Promptly	-	0	0	0	1
02/25	Pays Prompt to Slow 30+	-	50,000,000	30,000,000	5,000,000	1
02/25	Pays Prompt to Slow 30+	-	7,000,000	1,000,000	200,000	1
02/25	Pays Prompt to Slow 30+	-	4,000,000	700,000	0	1
02/25	Pays Prompt to Slow 30+	-	1,000,000	0	0	1
02/25	Pays Prompt to Slow 30+	-	700,000	400,000	100,000	1
02/25	Pays Prompt to Slow 30+	-	500,000	100,000	0	1
02/25	Pays Prompt to Slow 30+	-	80,000	45,000	0	1
02/25	Pays Prompt to Slow 30+	-	25,000	0	0	Between 4 and 5 Months
02/25	Pays Prompt to Slow 30+	N30	10,000	5,000	5,000	1
02/25	Pays Prompt to Slow 30+	-	2,500	2,500	1,000	1
02/25	Pays Prompt to Slow 45+	-	100,000	100,000	50,000	1
02/25	Pays Prompt to Slow 45+	-	5,000	0	0	Between 2 and 3 Months
02/25	Pays Prompt to Slow 60+	N30	250,000	70,000	70,000	1
02/25	Pays Prompt to Slow 60+	-	250,000	200,000	30,000	1
02/25	Pays Prompt to Slow 60+	N30	200,000	25,000	10,000	1
02/25	Pays Prompt to Slow 60+	-	30,000	5,000	0	1
02/25	Pays Prompt to Slow 60+	-	10,000	750	0	1
02/25	Pays Prompt to Slow 60+	-	2,500	1,000	500	1
02/25	Pays Prompt to Slow 90+	-	2,500	0	0	1
02/25	Pays Prompt to Slow 120+	-	2,500	250	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
02/25	Pays Slow 30+	-	70,000	0	0	Between 6 and 12 Months
02/25	Pays Slow 30+	-	10,000	0	0	Between 6 and 12 Months
02/25	Pays Slow 30-60+	-	5,000	0	0	Between 4 and 5 Months
02/25	Pays Slow 60+	-	95,000	30,000	30,000	Between 2 and 3 Months
02/25	Pays Slow 45-80+	N30	2,500	2,500	2,500	1
02/25	Pays Slow 90+	-	1,000,000	900,000	900,000	-
02/25	Pays Slow 90+	-	5,000	5,000	5,000	Between 4 and 5 Months
02/25	Pays Slow 120+	-	50	50	50	-
02/25	Pays Slow 30-150+	-	1,000	1,000	1,000	Between 4 and 5 Months
01/25	Pays Slow 30+	-	1,000	1,000	1,000	-
01/25	Pays Slow 30-60+	-	35,000	35,000	35,000	-
12/24	Pays Slow 120+	-	250	250	250	-
12/24	Pays Slow 120+	-	100	0	0	Between 6 and 12 Months
05/24	Pays Prompt to Slow 180+	-	5,000	2,500	2,500	Between 6 and 12 Months
05/24	Placed for collection	-	0	250	250	-

OTHER PAYMENT CATEGORIES		
Other Payment Categories	Experience	Total Amount
Cash experiences	17	1,900 (USD)
Payment record unknown	1	7,500 (USD)
Unfavorable comments	0	0 (USD)
Placed for collections	4	0 (USD)
Total in D&B's file	248	545,187,750 (USD)

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

Legal Events	Currency: All figures in USD unless otherwise stated
The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.	

Bankruptcies	Judgements	Liens	Suits	UCCs
No	0 Latest Filing: -	23 Latest Filing: 03/07/2025	3 Latest Filing: 09/26/2023	79 Latest Filing: 05/29/2024

EVENTS	
Lien - Tax Lien	
Filing Date	03/07/2025
Filing Number	1548342501688
Status	Open
Date Status Attained	03/07/2025

Received Date	03/19/2025
Debtors	TD SYNEX CORPORATION
Creditors	STATE OF MINNESOTA, COMMISSIONER OF REVENUE
Court	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN
Lien - Tax Lien	
Filing Date	12/20/2024
Filing Number	2412200272
status	Open
Date Status Attained	12/20/2024
Received Date	02/27/2025
Amount	109,409 (USD)
Debtors	TDSYNEX CORPORATION, CLEARWATER, FL
Creditors	CA EMPLOYMENT DEVELOPMENT DEPARTMENT
Court	SACRAMENTO COUNTY RECORDERS OFFICE, SACRAMENTO, CA
Lien - Tax Lien	
Filing Date	12/18/2024
Filing Number	U240096886740
status	Open
Date Status Attained	12/18/2024
Received Date	12/22/2024
Debtors	TDSYNEX CORPORATION, CLEARWATER, FL
Creditors	EMPLOYMENT DEVELOPMENT DEPARTMENT, SACRAMENTO, CA
Court	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
Lien - Tax Lien	
Filing Date	10/11/2024
Filing Number	24JG075884
status	Open
Date Status Attained	10/11/2024
Received Date	11/26/2024
Amount	3,592 (USD)
Debtors	TD SYNEX CORPORATION
Creditors	STATE OF OHIO
Court	FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH
Lien - Tax Lien	
Filing Date	09/16/2024

Filing Number	202409160095992
status	Open
Date Status Attained	09/16/2024
Received Date	10/24/2024
Amount	1,153 (USD)
Debtors	SYNNEX CORPORATION, GROVE CITY, OH
Creditors	STATE OF OHIO
Court	FRANKLIN COUNTY RECORDER OF DEEDS, COLUMBUS, OH

Lien - Tax Lien

Filing Date	08/21/2024
Filing Number	DJ 097182 24
status	Open
Date Status Attained	08/21/2024
Received Date	10/25/2024
Amount	45,239 (USD)
Debtors	TD SYNnex CORPORATION, CLEARWATER, FL
Creditors	DIV OF EMPLOYER ACCOUNTS
Court	SUPERIOR COURT OF NEW JERSEY, TRENTON, NJ

Lien - Tax Lien

Filing Date	07/25/2024
Filing Number	DJ 084798 24
status	Open
Date Status Attained	07/25/2024
Received Date	10/25/2024
Amount	13,871 (USD)
Debtors	TD SYNnex CORPORATION, CLEARWATER, FL
Creditors	DIV OF TAXATION
Court	SUPERIOR COURT OF NEW JERSEY, TRENTON, NJ

Lien - Tax Lien

Filing Date	06/19/2024
Filing Number	DJ 067998 24
status	Open
Date Status Attained	06/19/2024
Received Date	10/25/2024
Amount	19,832 (USD)
Debtors	TECH DATA CORPORATION, CLEARWATER, FL

Creditors	DIV OF EMPLOYER ACCOUNTS
Court	SUPERIOR COURT OF NEW JERSEY, TRENTON, NJ
Lien - Tax Lien	
Filing Date	06/06/2024
Filing Number	246914558
status	Release
Date Status Attained	09/27/2024
Received Date	10/18/2024
Amount	3,129 (USD)
Debtors	SYNNEX CORPORATION, GREENVILLE, SC
Creditors	WORKFORCE SERVICES
Court	SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT
Lien - Tax Lien	
Filing Date	10/03/2023
Filing Number	236933493
status	Release
Date Status Attained	09/27/2024
Received Date	10/18/2024
Amount	208 (USD)
Debtors	SYNNEX CORPORATION, GREENVILLE, SC
Creditors	WORKFORCE SERVICES
Court	SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT
Suit	
Filing Date	09/26/2023
Filing Number	23CV006799
status	Pending
Date Status Attained	09/26/2023
Received Date	11/02/2023
Plaintiffs	RIDOUANE S HAMANI
Defendant	TD SYNnex CORPORATION, COLUMBUS, OH
Court	FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH
Suit	
Filing Date	01/23/2023
Filing Number	23LA 62
status	Dismissed

Date Status Attained	07/27/2023
Received Date	11/26/2024
Amount	50,001 (USD)
Plaintiffs	GALLIGOS JOSE
Defendant	TD SYNnex CORP, ROMEOVILLE, IL
Court	WILL COUNTY CIRCUIT COURT, JOLIET, IL
Suit	
Filing Date	03/23/2020
Filing Number	20L 250
status	Pending
Date Status Attained	03/23/2020
Received Date	03/31/2020
Amount	50,000 (USD)
Plaintiffs	STEGMAIER STEVEN
Defendant	SYNNEX CORP
Court	WILL COUNTY CIRCUIT COURT, JOLIET, IL
UCC Filing - Amendment	
Filing Date	05/29/2024
Filing Number	2024 3592548
Received Date	12/07/2024
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNnex CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date	05/29/2024
Filing Number	2024 3592647
Received Date	12/07/2024
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNnex CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation	
Filing Date	05/17/2023
Filing Number	2023 3688644
Received Date	10/24/2023
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date	02/22/2022
Filing Number	2022 1559178
Received Date	04/22/2022
Collateral	Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Assets including proceeds and products - Account(s) including proceeds and products
Secured Party	MUFG BANK, LTD., NEW YORK, NY
Debtors	TD SYNnex CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date	12/23/2021
Filing Number	2021 0531763
Received Date	03/29/2022
Collateral	Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - General intangibles(s) including proceeds and products - and OTHERS
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNnex CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date	12/23/2021
Filing Number	2021 0531698
Received Date	03/29/2022
Collateral	Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Computer equipment including proceeds and products - and OTHERS

Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNnex CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date	12/23/2021
Filing Number	2021 0531482
Received Date	03/29/2022
Collateral	Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Computer equipment including proceeds and products - and OTHERS
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNnex CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Assignment	
Filing Date	12/23/2021
Filing Number	2021 0491141
Received Date	03/29/2022
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	MUFG BANK, LTD. (I/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Assignment	
Filing Date	12/23/2021
Filing Number	2021 0491059
Received Date	03/29/2022
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	MUFG BANK, LTD. (I/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT

Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Assignment	
Filing Date	12/22/2021
Filing Number	2021 0491323
Received Date	03/29/2022
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Continuation	
Filing Date	10/25/2021
Filing Number	2021 8569015
Received Date	01/24/2022
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date	10/25/2021
Filing Number	2021 8543507
Received Date	01/07/2022
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT
Debtors	TD SYNnex CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date	10/25/2021
Filing Number	2021 8543580

Received Date	01/07/2022
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	MIUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT
Debtors	TD SYNnex CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	10/25/2021
Filing Number	2021 8543416
Received Date	01/07/2022
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	MIUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT
Debtors	TD SYNnex CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	07/20/2021
Filing Number	210068759030
Received Date	07/27/2021
Collateral	All Assets including proceeds and products
Secured Party	MCKESSON CORPORATION, FOR ITSELF AND AS COLLATERAL AGENT FOR EACH OF ITS AFFILIATES, JACKSONVILLE, FL
Debtors	SYNnex CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Amendment

Filing Date	09/05/2018
Filing Number	2018 6125088
Received Date	09/28/2018
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	MIUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT, NEW YORK, NY
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
Debtors	SYNnex CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	09/05/2018
Filing Number	2018 6125195
Received Date	10/02/2018
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	09/05/2018
Filing Number	2018 6124727
Received Date	09/28/2018
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT, NEW YORK, NY
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	09/05/2018
Filing Number	2018 6124941
Received Date	10/02/2018
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	11/03/2016
Filing Number	20166804817
Received Date	12/09/2016
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757

Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	11/03/2016
Filing Number	20166804775
Received Date	12/09/2016
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	11/03/2016
Filing Number	20166804890
Received Date	12/21/2016
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	11/03/2016
Filing Number	20166804304
Received Date	12/09/2016
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	11/15/2011
Filing Number	2011 4478320
Received Date	01/10/2012
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	NOVA SCOTIA, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	09/13/2011
Filing Number	2011 3517219
Received Date	11/15/2011
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	BANK OF AMERICA, N.A.
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	11/18/2010
Filing Number	2010 4068072
Received Date	12/08/2010
Collateral	Inventory and proceeds - Account(s) and proceeds - Computer equipment and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	11/18/2010
Filing Number	2010 4059535
Received Date	12/08/2010
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242

Secured Party	BANK OF AMERICA, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date	01/26/2009
Filing Number	2009 0272267
Received Date	02/25/2009
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	BANK OF AMERICA, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Assignment	
Filing Date	01/26/2009
Filing Number	2009 0249069
Received Date	08/18/2010
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	BANK OF AMERICA, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
Secured Party	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date	02/13/2007
Filing Number	2007 0579242
Received Date	05/21/2007
Collateral	Account(s) and proceeds - Computer equipment and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Debtors	SYNNEX CORPORATION
Assignee	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT, NORWALK, CT
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

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If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Special Events

Currency: All figures in USD unless otherwise stated

There are no Special Events recorded for this business.

Financials - D&B

Currency: All figures in USD unless otherwise stated

Financials

FINANCIAL STATEMENT COMPARISON



Long Term Liabilities

5,017,810

4,490,870

5,279,771



Fixed assets shown net less \$359,559,000 depreciation.
Explanations: The net worth of this company includes intangibles.

Financials

Currency: All figures in USD unless otherwise stated

BALANCE SHEET

Balance Sheet

Assets

Current Assets	Fiscal 11/30/2024	
Receivables From Vendors-Net	USD 958,105	■
Accounts Receivable	USD 10,341,625	■
Cash	USD 1,059,378	■
Other Current Assets	USD 678,540	■
Inventory	USD 8,287,048	■
Total Current Assets	USD 21,324,696	
Long Term Assets	Fiscal 11/30/2024	
Intangible Assets-Net	USD 3,912,267	■
Property, Plant, Fixtures & Equipment	USD 457,024	■
Goodwill	USD 3,895,077	■
Other long term assets	USD 685,415	■
Total Assets	USD 30,274,479	
Liabilities		
Total Current Liabilities	Fiscal 11/30/2024	
Accruals	USD 1,966,036	■
Borrowings	USD 171,092	■
Accounts Payable	USD 15,084,107	■
Total Current Liabilities	USD 17,221,235	
Long Term Liabilities	Fiscal 11/30/2024	
Long-Term Borrowings	USD 3,736,399	■
ACCUM OTHER COMPREHENSIVE LOSS	(USD 645,117)	■
TREASURY STOCK	(USD 1,513,017)	■
Common Stock	USD 99	■
Deferred Tax Liabilities	USD 812,763	■
Other Long Term Liabilities	USD 468,648	■
Retained Earnings	USD 2,755,781	■

Long Term Liabilities		Fiscal 11/30/2024
Additional Paid in Capital / Capital Surplus	USD 7,437,688	
Total Liabilities & Net Worth	USD 30,274,479	

PROFIT AND LOSS INFORMATION

Date	Description
11/30/2024	Sales \$58,452,436,000; cost of goods sold \$54,471,130,000. Gross profit \$3,981,306,000; operating expenses \$2,787,095,000. Operating Income \$1,194,211,000; other expenses \$328,176,000; net income before taxes \$866,035,000; Federal income tax \$176,944,000. Net income \$689,091,000.

Financial Ratios

Currency: All figures in USD unless otherwise stated

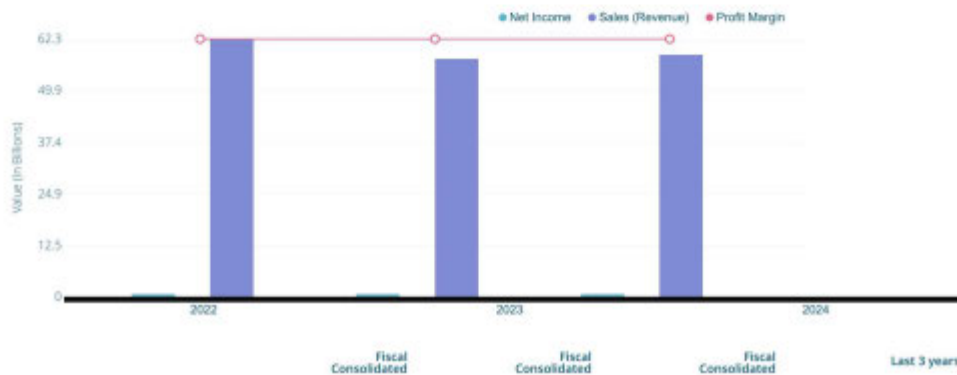
KEY BUSINESS RATIOS

Statement date	Based on Number of Establishments		
11/30/2024	12		
	Ratio for the business	Industry Median	Industry Quartile
Profitability			
Return On Assets	2.3	3.1	3
Return on Net Worth	8.6	8.6	2
Return on Sales	1.2	3.1	3
Short Term Solvency			
Accounts Payable to Sales	25.8	7.5	1
Assets Over Sale	51.8	90.9	4
Collection Period	64.6	7.0	1
Sales to Inventory	7.1	5.8	2
Sales Over Net Working Capital	14.2	9.2	1
Utilization			
Total Liabilities Over Net Worth	276.8	160.0	1

Efficiency

Income Statement

Currency: All figures in USD unless otherwise stated



	11/30/2024	11/30/2023	11/30/2022	
Sales (Revenue)	58,452,436,000	57,555,416,000	62,343,810,000	■ ■ ■ ■
Cost of Revenue	54,471,130,000	53,598,587,000	58,443,611,000	■ ■ ■ ■
Gross Profit	3,981,306,000	3,956,829,000	3,900,199,000	■ ■ ■ ■
Sales and General Admin	2,715,781,000	2,672,562,000	2,627,007,000	■ ■ ■ ■
Research and Development Expense	-	-	-	-
Non-Recurring Expenses	71,314,000	206,235,000	222,319,000	■ ■ ■ ■
Other Operating Items	-	-	-	-
Operating Income	1,194,211,000	1,078,032,000	1,050,873,000	■ ■ ■ ■
Net Total Other Income and Expenses	(8,718,000)	(206,000)	(1,165,000)	■ ■ ■ ■
Earnings Before Interest and Taxes	1,185,493,000	1,077,826,000	1,049,708,000	■ ■ ■ ■
Interest Expense	319,458,000	288,318,000	222,578,000	■ ■ ■ ■
Earnings Before Tax	866,035,000	789,508,000	827,130,000	■ ■ ■ ■
Income Tax Expense	176,944,000	162,597,000	175,823,000	■ ■ ■ ■
Equity Earnings or Loss	-	-	-	-
Minority Interest Expense	-	-	-	-
Net Income from Continuing Operations	689,091,000	626,911,000	651,307,000	■ ■ ■ ■
Discontinued Operations	-	-	-	-
Effect of Accounting Changes	-	-	-	-
Extraordinary Items	-	-	-	-
Net Income	689,091,000	626,911,000	651,307,000	■ ■ ■ ■
Preferred Stocks & Other Adjustments	-	-	-	-
Net Income Applicable to Common Shares	689,091,000	626,911,000	651,307,000	■ ■ ■ ■

Balance Sheet

Currency: All figures in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON

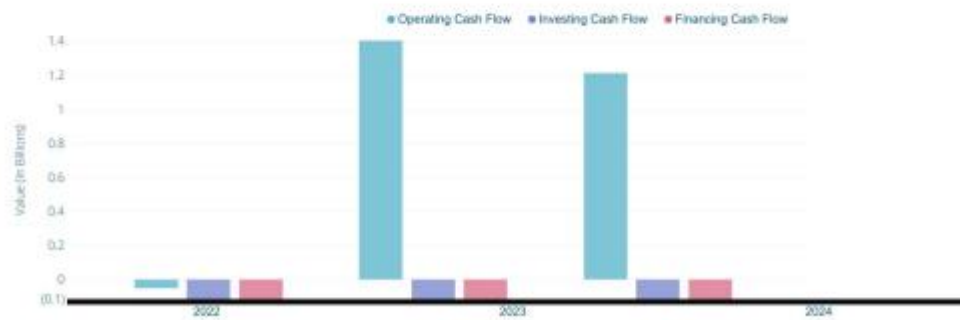


Deferred Long Term Asset Charges				
Other Assets	685,415,000	729,870,000	585,342,000	■ ■ ■ ■
Goodwill	3,895,077,000	3,904,170,000	3,803,850,000	■ ■ ■ ■
Total Assets	30,274,479,000	29,412,814,000	29,733,998,000	■ ■ ■ ■
Accumulated Amortization				
Intangible Assets	3,912,267,000	4,244,314,000	4,422,877,000	■ ■ ■ ■
Liabilities	Fiscal Consolidated 11/30/2024	Fiscal Consolidated 11/30/2023	Fiscal Consolidated 11/30/2022	Trends
Accounts Payable	17,050,143,000	15,755,177,000	16,160,593,000	■ ■ ■ ■
Short Term and Current Long Term Debt	171,092,000	983,585,000	268,128,000	■ ■ ■ ■
Other Current Liabilities	-	-	-	■ ■ ■ ■
Total Current Liabilities	17,221,235,000	16,738,762,000	16,428,721,000	■ ■ ■ ■
Long Term Debt	3,736,399,000	3,099,193,000	3,835,865,000	■ ■ ■ ■
Deferred Long Term Liability Charges	812,763,000	893,021,000	942,250,000	■ ■ ■ ■
Negative Goodwill	-	-	-	■ ■ ■ ■
Minority Interest	-	-	-	■ ■ ■ ■
Other Liabilities	468,648,000	498,656,000	501,856,000	■ ■ ■ ■
Misc Stocks, Options & Warrants	-	-	-	■ ■ ■ ■
Total Liabilities	22,239,045,000	21,229,632,000	21,768,482,000	■ ■ ■ ■
Shareholder's Equity	Fiscal Consolidated 11/30/2024	Fiscal Consolidated 11/30/2023	Fiscal Consolidated 11/30/2022	Trends
Preferred Stocks	0	0	0	■ ■ ■ ■
Common Stocks	99,000	99,000	99,000	■ ■ ■ ■
Retained Earnings	2,755,781,000	2,204,771,000	1,708,234,000	■ ■ ■ ■
Treasury Stocks	1,513,017,000	949,714,000	337,217,000	■ ■ ■ ■
Capital Surplus	7,437,688,000	7,435,274,000	7,374,100,000	■ ■ ■ ■
Other Equity	(645,117,000)	(507,248,000)	(719,710,000)	■ ■ ■ ■
Total Equity	8,035,434,000	8,183,182,000	8,025,506,000	■ ■ ■ ■

Cash Flow

Currency: All figures in USD unless otherwise stated

CASH FLOW



	Fiscal Consolidated 11/30/2024	Fiscal Consolidated 11/30/2023	Fiscal Consolidated 11/30/2022	Last 3 years
Depreciation	407,532,000	418,315,000	463,365,000	■ ■ ■ ■
Net Income Adjustments	43,885,000	35,396,000	42,629,000	■ ■ ■ ■
Changes in Liabilities	1,930,252,000	(971,747,000)	2,375,952,000	■ ■ ■ ■

Changes in Accounts Receivables	202,221,000	783,676,000	1,256,753,000	---
Changes in Inventories	1,214,505,000	(2,032,202,000)	2,636,759,000	---
Changes in Other Operating Activities	436,310,000	(49,972,000)	(310,655,000)	---
Net Cash Flows - Operating Activities	1,217,724,000	1,407,373,000	(49,604,000)	---
Capital Expenditures	175,112,000	150,007,000	117,049,000	---
Investments	14,840,000	556,000	-0	---
Other Cash Flows from Investing Activities	(3,886,000)	(5,848,000)	1,541,000	---
Net Cash Flows - Investing Activities	(193,838,000)	(156,411,000)	(115,508,000)	---
Dividends Paid	138,081,000	130,374,000	114,946,000	---
Sale and Purchase of Stock	(599,896,000)	(611,813,000)	(116,782,000)	---
Net Borrowings	(176,551,000)	(25,142,000)	(32,136,000)	---
Other Cash Flows from Financing Activities	(24,703,000)	(18,551,000)	(11,727,000)	---
Net Cash Flows - Financing Activities	(953,100,000)	(785,880,000)	(275,591,000)	---
Effect of Exchange Rate	(45,184,000)	45,838,000	(31,354,000)	---
Change in Cash and Cash Equivalents	25,602,000	510,920,000	(472,057,000)	---

Company Profile

Currency: All figures in USD unless otherwise stated

COMPANY OVERVIEW

D-U-N-S

05-599-1053

Mailing Address

UNITED STATES

Annual Sales

58,452,436,000 (USD)

Legal Form

Unknown

Telephone

+1 510 668 3400

Net Worth

8,035,434,000 (USD)

History Record

Clear

Website

www.tdsynnex.com

Employees

23,000 (150 here)

Date Incorporated

09/04/2003

Present Control Succeeded

1980

Age (Year Started)

45 Years (1980)

Business Commenced On

1980

SIC

5734

Named Principal

Patrick Zammit, PRES-CEO

State of Incorporation

DELAWARE

NAICS

483210

Line of Business

Net computers/software

Ownership

Public: SYNEXPS



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2023-06-14
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	TD SYNnex CORPORATION
Corporation Type	Unknown
State of Incorporation	DELAWARE

Date Incorporated	09/04/2003
Registration ID	3699364
Registration Status	GOOD STANDING
Date Status Attained	12/10/2021
Filing Date	09/04/2003
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION
Registered Agent	
Name	THE CORPORATION TRUST COMPANY
Address	CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE, 198010000

PRINCIPALS

Officers

PATRICK ZAMMIT, PRES-CEO+
 ANN F VEZINA, CHB+
 MARSHALL WITT, CFO
 JOHN HENRY, CAO
 DAVID VETTER, CLO
 SIMON LEUNG, CBO

Directors

DIRECTORS: The officers identified by (+) and Kathleen Crusco, Ting Herh, Richard Hume, Kenneth Lamneck, Nayaki R Nayyar, Dennis Polk, Claude Pumila and Merline Saintil.

COMPANY EVENTS

The following information was reported on: 02/11/2025

The Delaware Secretary of State business registrations file showed that TD SYNnex Corporation was registered as a Corporation on September 4, 2003, under the file registration number 3699364.

Business started 1980.

The company (SYNNEX) has been in business since 1980. The company was originally incorporated in the State of California as COMPAC Microelectronics, Inc. in November 1980, and changed its name to SYNnex Information Technologies, Inc. in February 1994. The company later reincorporated in the State of Delaware under the name of SYNnex Corporation in October 2003.

SPIN-OFF.

On December 1, 2020, the company completed the previously announced separation of its customer experience services business (the Separation), in a tax-free transaction for federal income tax purposes, which was accomplished by the distribution of one hundred per cent of the outstanding common stock of Concentrix Corporation (Concentrix) to SYNnex stockholders as of the close of business on November 17, 2020, the record date for the distribution. After the Separation, SYNnex does not beneficially own any shares of Concentrix' common stock. Beginning December 1, 2020, the company will no longer be consolidating Concentrix within its financial results or reflect the financial results of Concentrix within its continuing results of operations.

On October 22, 2021, the company filed with the Secretary of State of the State of Delaware a Certificate of Amendment to the company's Restated Certificate of Incorporation to change its corporate name from SYNnex Corporation to TD SYNnex Corporation, effective November 3, 2021.

The company's common stock is traded on the New York Stock Exchange (NYSE) under the symbol "SNX". As of January 15, 2025, there were approximately 2,250 stockholders of record. As of February 3, 2025, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were: The Vanguard Group (9.1%); FMR LLC (8.8%); BlackRock, Inc. (8.1%) and MITAC Holdings Corporation and affiliated entities (5.7%). As of the same date, officers and directors as a group beneficially owns 1.0% of the outstanding shares.

PATRICK ZAMMIT. Antecedents not available.

ANN F VEZINA. Antecedents not available.

MARSHALL WITT. Antecedents not available.

JOHN HENRY. Antecedents not available.

DAVID VETTER. Antecedents not available.

SIMON LEUNG. Antecedents not available.

SUBSIDIARY BANKRUPTCY

During 1999-2000, the company invested \$6.5 million in the equity capital of eManage.com, or eManage. During fiscal 2000, eManage also received equity investments, totaling \$5.7 million, from its management, as well as from executive officers of the company, affiliates of the company and unrelated investors.

As a result of SYNnex Information Technologies' majority ownership of eManage, financial results were consolidated in financial statements. eManage was unable to compete profitably and eventually filed for bankruptcy in November 2000. In addition to a \$6.5 million loss on investment, the company incurred a loss of \$3.4 million on accounts receivable due from eManage at the time of the bankruptcy filing. eManage ceased all operations in February 2001.

AFFILIATES: The following are related through common principals, management and/or ownership: Apollo Global Management, Inc., New York, NY. Started 1990; DUNS #118509953. Operates as investment advisory service provider.

MITAC International Corporation, Lake Forest, CA. Started 2010; DUNS #039731066.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 02/11/2025

Business Information

Trade Names	TD SYNnex; TECH DATA
Description	The company operates as a distributor and solutions aggregator for the information technology (IT) ecosystem. The company offers personal computing devices and peripherals, mobile phones and accessories, printers, supplies, and endpoint technology software; and data center technologies, such as hybrid cloud, security, storage, networking, servers, technology software, and converged and hyper-converged infrastructure, as well as computing components. It also provides systems design and rack integration, build-to-order, and configure-to-order assembly; and thermal testing, power-draw testing, burn-in, and quality and logistics support. In addition, the company offers outsourced fulfillment, virtual distribution, and direct ship to end-users; shipping documents generation, multi-level serial number tracking, and configured products and online order and shipment tracking, as well as turn-key logistics solutions. Further, it provides public cloud solutions in productivity and collaboration, IaaS, or Infrastructure as a Service, PaaS, or Platform as a Service, SaaS, or Software as a Service, security, mobility, IoT, and other hybrid solutions. Additionally, the company offers online services; provides net terms, third party leasing, floor plan financing, and letters-of-credit backed financing and arrangement; and leases products and provides device-as-a-service, as well as offers direct mail, external media advertising, reseller product training, targeted telemarketing campaigns, national and regional trade shows, trade groups, database analysis, print on demand services, and web-based marketing. Terms are Net 20 days and Net 30 days and COD (domestic sales) and letter of credit (foreign sales). Sells to commercial concerns. Territory: International.
Employees	23,000 which includes officer(s). 150 employed here. As of November 30, 2024, the company uses temporary or contract workers who totaled approximately 5,000, on a full-time equivalent basis.
Financing Status	Secured
Financial Condition	Good
Seasonality	The company's operating results are affected by the seasonality of the IT products industry. The company have historically experienced slightly higher sales in their first and fourth fiscal quarters due to patterns in capital budgeting, federal government spending and purchasing cycles of their customers and end-users. These historical patterns may not be repeated in subsequent periods.
Tenure	Owts
Facilities	Owts premises in a building.
Related Concerns	

SIC/NAICS Information

Industry Code	Description	Percentage of Business
5734	Ret computers/software	-
57340000	Computer and software stores	-
57340100	Computer peripheral equipment	-
73730000	Computer integrated systems design	-
NAICS Codes	NAICS Description	
449210	Electronics and Appliance Retailers	
449210	Electronics and Appliance Retailers	
541512	Computer Systems Design Services	

GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

Your Information

Currency: All figures in USD unless otherwise stated

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: [View](#)

Account Number

Endorsement/Billing Reference *
nelita.faraon@tdsynnex.com

Sales Representatives

Credit Limit

Total Outstanding

Your Information Currency
US Dollar (USD)

Last Login : 03/19/2025 04:22:16 PM
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E. Describe any green or environmental initiatives or policies.

TD SYNnex has a Corporate Citizenship Report which addresses our environmental and green commitments, initiatives and policies. It can be found here: [TD SYNnex FY2023 Corporate Citizenship Report](#), plus it has been added under “Response Attachments” Tab, “Other Attachments”.



Environmental Commitments

Our goal is to help build a healthier planet and develop a more sustainable approach to doing good business. To do this, we are committed to setting emissions-reduction targets in our own operations, increasing our sustainability initiatives and supporting our customers and vendors to reduce the impact of technology products. Our environmental commitments include:

Science Based Targets Initiative (SBTi)
Following validation from SBTi, we are proud to commit and work toward achieving the following science based targets:

By 2028:

- 90% of our suppliers by spend covering purchased goods and services will have science-based targets.
- 58% of our customers by revenue covering use of sold products will have science-based targets.

Additional Goals:

- Embed circular economy principles into our product life-cycle management strategy and partner with stakeholders to minimize waste through repairs, refurbishment and recycling.
- Further deploy Environmental Management Systems such as the International Organization for Standardization (ISO) 14001.⁴

By 2030:

- Reduce absolute Scope 1 & 2 GHG emissions by 42%.²

By 2045:

- Reach net-zero GHG emissions across the value chain.³

[Learn more about our progress on environmental commitments.](#)

Social Commitments

Our commitment to our co-workers and our communities is essential to our success. To support them, we are dedicated to increasing co-worker engagement, expanding representation in our workforce and partner ecosystem and empowering underserved communities by helping to bridge the digital divide. Our social goals include:

By 2025:

- Increase representation of underrepresented groups in our workforce.
- Double co-worker participation in our BRGs.

By 2030:

- Increase representation of those who identify as women to 50% of our workforce and 40% of our people leaders.

Additional goals:

- Increase the diversity of our partner ecosystem.
- Help bridge the digital divide by providing devices, digital skills training, internet connectivity and technical support to underserved communities and leverage partnerships with similarly focused nonprofits, such as Human I-T, to digitally equip approximately 20,000 households — touching the lives of 60,000 people.

[Learn more about our progress on social commitments.](#)

² Reduction is based on a 2022 base year.

³ Our SBTi Net Zero target excludes the usage of refrigerant, other fuels and purchased heating from the target boundary due to their minimal presence across our various facilities.

⁴ ISO 14001 refers to the set of standards put forward by the International Organization for Standardization focused on environmental management systems.

TD SYNnex

2023 Corporate Citizenship Report 8

TDS Response to RFP Solicitation 25-03 Region 4 OMNIA

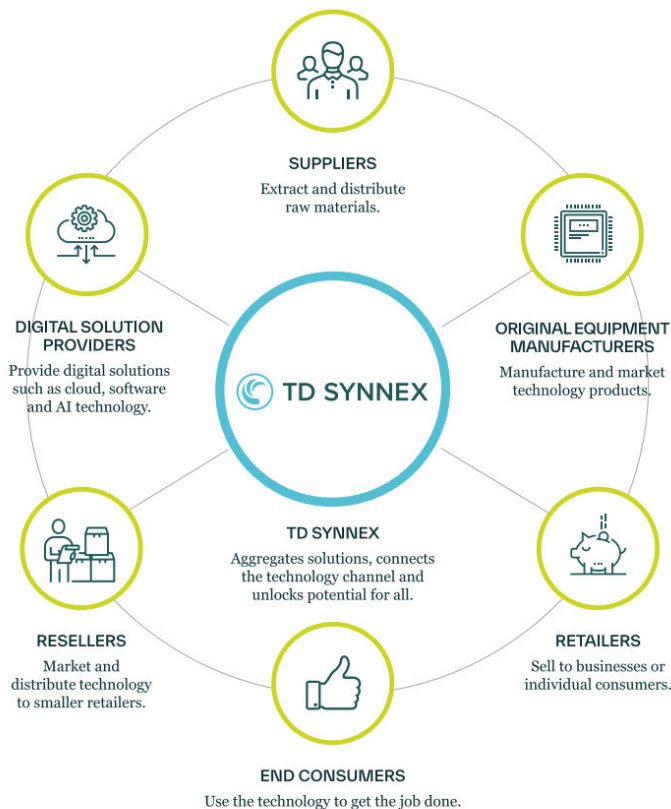
Page 57 of 76
Page 606 of 831

Transforming the Technology Ecosystem

The technology ecosystem is as complex as it is critical, requiring specialized expertise from across the landscape. TD SYNnex sits in the middle of it all, connecting more than 150,000 reseller customers with 2,500+ best-in-class technology vendors, ideally positioned to orchestrate and influence the future of sustainability industrywide.

In order to support innovation and solutions that enrich the way we live and work, TD SYNnex acts as a connector between manufacturers, suppliers, solutions providers and the rest of the market. We also support resellers and retailers that are further down the supply chain to scale their businesses and respond to rapid changes in the market.

The technology business partner ecosystem is alive with connections that inspire innovation, creative solutions and partnerships that enrich the way we live and work. The diverse partnerships we foster give us a unique perspective, which we leverage to deliver value ecosystem-wide. While our greatest impact potential is in providing product use and end-of-life solutions, we also seek to drive change by providing educational opportunities and industry insights.



TD SYNnex

2023 Corporate Citizenship Report 6

10 Ways TD SYNnex Is Reducing Our Carbon Footprint Around the World

1. Shifting to energy-efficient lighting, such as zone lighting and LEDs
2. Implementing temperature regulation at our data centers and facilities
3. Adopting energy-efficient servers such as those used in Singapore
4. Investing in energy-efficient conveyor systems at our North American logistics centers
5. Introducing green transportation, through practices like load optimization and by investing in electric vehicles and charging stations
6. Installing solar panels including several large-scale projects in the U.S.
7. E-waste and recycling programs at facilities throughout the U.S. and Europe
8. Minimizing waste-to-landfill by reusing and optimizing packaging, donating office furniture and avoiding single-use office products
9. Leveraging partnerships, including with the University of South Florida to optimize our Clearwater headquarters
10. Environmental progress, including an EcoVadis assessment, ISO 14001 certification and Hong Kong Green Organization certification

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

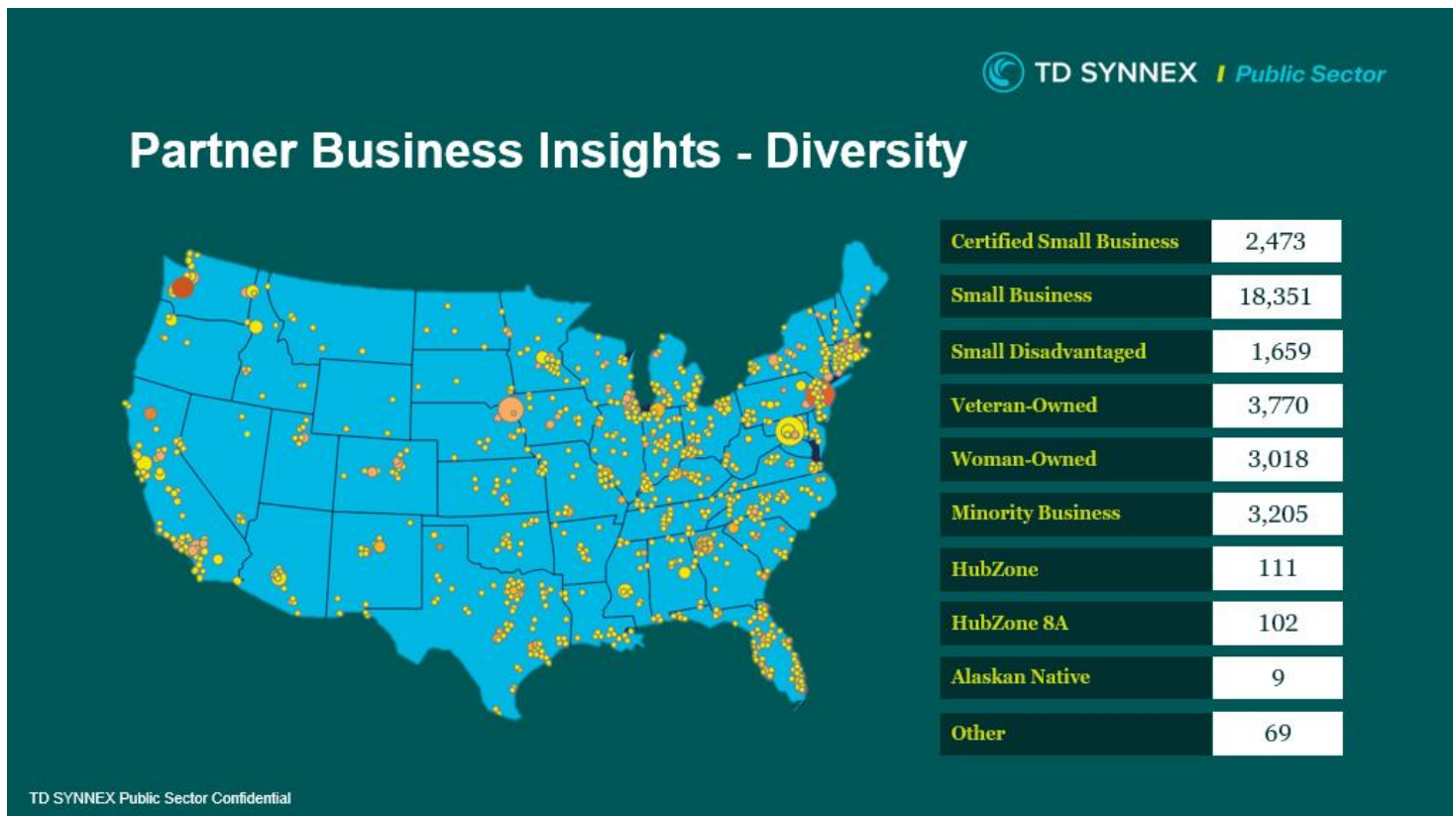
TD SYNnex has developed a program for engagement of our small business partners entitled “Diversity Alliance Program (DAP)”. The purpose of this program is to make tools, solutions and discounts available to this small business 8(a) community to help put them on a level playing field to compete with the larger and more established solution providers. Our DAP community has members with a variety of certifications including Small Businesses, Woman-Owned,

Minority-Owned, HUBZone, and Service-Disabled Veteran Owned. Government agencies can reach their small business goals with their ability to source from small, local resellers.

The DAP program was designed to promote collaboration amongst partners, enabling them to win more business through diversity status and collaboration. This program has grown double-digits year over year both in revenue and participating members. Additionally, the program is a valued resource for our manufacturer partners to help find net-new resellers and meet the requirements for certain state statutes for small 8(a) businesses. Furthermore, reseller members can take advantage of an extensive list of exclusive program benefits. As a result, the Members in the program continue to see YoY growth. Our Diversity Alliance Partners will be happy to provide their certifications upon request.

- Diversity Alliance Program members have access to the following tools and benefits: Exclusive rebates from participating manufacturers.
- Discounted TD SYNnex integration discounts.
- Discounted financing tools such as escrow agreements, blind lock box, and extended terms.
- Inclusion in the TD SYNnex Strategic Partner Database, a tool designed to help our reseller partners, both large and small, develop strategic relationships with each other. The tool encourages collaboration amongst DAP members, allowing them to expand their resources.
- Frequent networking opportunities with other small-business partners and diversity-focused manufacturer partners at SYNnex-sponsored events.
- Member Reporting Tools: Access to a variety of sales and SPIFF reporting tools to keep track of multiple vendor promotions.
- Discounted fees for contract orders that are classified as new business opportunities.

Please review the locations of our DAP partners below:



G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

- c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

- d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

- e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

TD SYNnex has a broad spectrum of reseller partners across the US, from large business to small businesses. Our Public Sector Program allows for the resellers to utilize our vast array of resources; contracts, bid support, vetted solutions, grants, business intelligence tools, integration, financing options and marketing support. TD SYNnex is a large business and does not hold a diversity status.

TD SYNnex actively recruits SLED focused resellers across the US to become authorized dealers on the OMNIA Partners contract. TD SYNnex only authorizes resellers with active TD SYNnex accounts in good standing. These resellers are then fully trained on the contract Terms and Conditions and must sign a contract Dealer Agreement with TD SYNnex confirming they will adhere to the Ts & Cs (example agreement included with this submission). TD SYNnex ServiceSolv team will continue working with the authorized resellers throughout the life of the contract through ongoing training, business development, compliance audits, etc. As they grow with TD SYNnex, many are added to the DAP program which supports diversity status partners. Our resellers that hold diversity status certifications will be more than willing to provide the documentation as requested. TD SYNnex also works with Supplier.io to third party verify socioeconomic status the resellers hold.

I. Describe how supplier differentiates itself from its competitors.

Navigating the U.S. public sector market presents a wealth of growth opportunities. TD SYNnex Public Sector consistently leads the market. In such a highly competitive environment, having a dedicated partner to develop and implement a strong strategy is crucial for the consistent success and long-term sustainability of your U.S. public sector business ventures. TD SYNnex Public Sector is your trusted partner to accelerate your public sector growth. Our teams of Public Sector experts help technology companies and channel partners accelerate their public sector growth through government aggregation services.

TD SYNnex Public Sector breaks down the barriers to entry and helps technology companies and channel partners capture their share of the public sector market through the TD SYNnex Public Sector Difference - a complete set of value-added services designed to accelerate public sector growth. We've aligned our Sales, Marketing, and Market Intelligence resources around six strategic technology domains to mirror the way the public sector buys technology, and how technology companies, resellers, and channel partners go to market.

We've aligned our Sales, Marketing, and Market Intelligence resources around six strategic technology domains to mirror the way the public sector buys technology, and how technology companies, resellers, and channel partners go to market.

TD SYNnex Public Sector Difference includes:

- Market and Domain Knowledge: Intelligence and Expertise
- Dedicated Chief Technologist
- Public Sector Intelligence Gathering Capability and Analyst Team
- 10,000+active Public Sector Accounts
- Technology Domain Approach
- Strategic Memberships
- Market Intelligence Portal
- Technology Domain Frameworks
- Strategic Subscriptions
- Marketing: Tech Domain-Based Strategies
- Domain-Centric Marketing
- Customer Outreach Programs
- Message Amplification
- Content Creation and Management
- Demand Generation Programs
- Turn-key Strategic Events
- Campaign Analytics
- Managed Marketing Services
- Public Sector Marketing Database
- Sales Acceleration: Sales and Lifecycle Support
- Strategic Cross-Sell/Up-sell
- In-house Sales Development Representative Team
- Agency Adoption and Consumption Focus
- Channel Enablement: Enablement Services
- ITAR WL Stateside Support
- WL Confirmed Stateside Support
- Predictive Buying
- Consultative Marketing
- Cyber Shield and Zero Trust
- Access to Cleared Resources
- Technical Expertise: Innovation/Specialization
- DLT Office of the Chief Technology Officer Value Services
- NIACSIO, AFCEA, Memberships, ICIT
- CyberRange Access
- GovHub
- Emerging tech GTM and support
- Multiple Other Transaction Authorities (OTA) consortium members
- Procurement Vehicles: Specialized Contracts

- \$1B in contracts revenue
- Vendor program evaluation and support
- Technical Acumen and Program Advancement
- Market ready services and support offerings
- Contracts including but not limited to:
- Department of Homeland Security
- Army CHES
- NASA SEWP

TD SYNnex Public Sector is the premier Public Sector Solutions Aggregator committed to accelerating growth for technology companies and their channel partners.

The TD SYNnex Public Sector Difference for Channel Partners

- Public Sector Market Knowledge - For over 30 years, TD SYNnex Public Sector has focused solely on the public sector. We provide your business with access to in-house subject matter experts aligned with specific technology domains to use our market intelligence to drive informed sales and marketing strategies.
- Technology Domain Expertise
- Customer Market Intelligence
- Actional Sales and Marketing
- Cloud Navigator Program - TD SYNnex Public Sector has a program to help you maximize cloud profitability while reducing risk and operating expense
- Comprehensive Cloud Management Platform
- Accelerated Cloud Profitability
- Customized Cloud “Flight Plans”
- Channel Enablement and Growth – TD SYNnex Public Sector offer OEM training and education that provides your business with in-depth knowledge on specific products and channel programs, deal registration, and access to a robust selection of in-house contracts, all of which will expedite your road to increased profitability.
- OEM Training and Education
- Contract Vehicle Access
- Partner Relationship Management Portal
- Technical Expertise - TD SYNnex Public Sector has a team of in-house, experienced software engineers that have deep OEM product knowledge and the capability to provide ITAR compliant, US Citizen/US Soil Confirmed Stateside Support.
- Pre-sales Engineering
- Confirmed Stateside Support
- Public Sector Infrastructure - A purpose-built infrastructure designed to win public sector business while reducing your risk and operating expense. This includes our government compliant systems and processes, contract & capture management services, and operational excellence to handle tens of thousands of transactions at scale.
- Purpose-built IT Systems & Processes
- Contract and Capture Management
- Operational Excellence

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

TDS's current SEC filing includes details of legal challenges involved in the courts, and available on-line or upon request.

K. Felony Conviction Notice: Indicate if the supplier.

- a. is a publicly held corporation and this reporting requirement is not applicable.
- b. is not owned or operated by anyone who has been convicted of a felony; or

- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

As a publicly held corporation, this reporting requirement is not applicable

- L. Describe any debarment or suspension actions taken against supplier

TD SYNnex Corporation has not been disbarred or suspended by any suppliers.

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

TD SYNnex Corporation is pleased to offer OMNIA Partner member agencies access to the entire line of Palo Alto Networks, Inc - SLED. (PANW) products. PANW, the global cybersecurity leader, is shaping the cloud-centric future with technology that is transforming the way people and organizations operate. Their mission is “to be the cybersecurity partner of choice, protecting our digital way of life.”

Palo Alto Networks Cyber-Security Platform

PANW has pioneered the next generation of security through its innovative platform that empowers enterprises, service providers, and government entities to secure their organizations by safely enabling applications and data running in their networks, on their endpoints, and in the cloud, and by preventing breaches that stem from targeted cyberattacks. PANW’s platform uses an innovative traffic classification engine that identifies network traffic by application, user, and content and provides consistent security across the network, endpoint, and cloud. Accordingly, the platform enables end-customers to pursue transformative digital initiatives, like public cloud and mobility, that grow their business, while maintaining the visibility and control needed to protect their valued data and critical control systems. PANW believes the architecture of its platform offers superior performance compared to legacy approaches and reduces the total cost of ownership for organizations by simplifying their security operations and infrastructure and eliminating the need for multiple, stand-alone hardware and software security products, and consists of three primary areas of security capabilities.

PANW is the most comprehensive global cybersecurity provider with more than 85,000 customers we protect globally today, including approximately 90% of US Government Agencies, 70% of the Fortune 500, and more than 80% of the Fortune 100 with the highest customer satisfaction and net promoter scores in the industry. Palo Alto Networks has the proven technology and experience to help the reseller/partners make the shift to next-generation security. We are uniquely qualified to meet the agencies requirements for high-performance security ultimately securing the enterprise and the cloud. Our platform portfolio offers advanced prevention and security, while reducing the total cost of ownership for organizations by improving operational efficiency and eliminating the need for siloed point products. We do this with solutions focused on delivering value in three (3) fundamental areas:

Secure the Enterprise: Secure the network through our Machine Learning (ML)-powered Next-Generation Firewalls (NGFW), available in a number of form factors, including physical, virtual and containerized appliances, as well as a cloud-delivered service, with Panorama management available as an appliance or as a virtual machine (VM) for the public or private cloud. This also includes security services such as Threat Prevention, WildFire, URL Filtering, DNS Security, IoT (Internet of Things) Security, GlobalProtect (GP), Software Defined Wide Area Network (SD WAN), and Data Loss Prevention that are delivered as Software as a Service (SaaS) subscriptions to our ML-powered NGFWs.

PANW is the market leader for Next Generation Firewalls and has deployed NGFWs across large enterprises covering 85,000+ customers including 77% of the Global 2000 and Public Sector environments. In the Federal Government alone, Palo Alto Networks has deployed and implemented over 15,000 NGFWs across the Department of Defense (DoD), Civilian Agencies.

Secure the Cloud: PANW secures the cloud through our Prisma Cloud offering, which is the industry's most comprehensive Cloud Native Security Platform (CNAPP). Prisma Cloud protects applications, data, and the entire cloud native technology stack, throughout the full development lifecycle and across multi- and hybrid- cloud environments. Prisma SaaS protects SaaS applications. Prisma Access is a comprehensive Secure Access Service Edge (SASE) that provides globally distributed networking and security to all your users and applications. Prisma SD-WAN ensures application availability, based on real-time application performance SLAs and visibility, delivers 10x improvement in performance, while eliminating the challenges of packet-based networks. VM-Series and CN-Series next generation firewalls provide inline network security in multi- and hybrid- cloud environments.

Secure the Future: PANW Cortex brings together best-in-class threat detection, prevention, attack surface management and security automation capabilities into one integrated platform. Cortex is the complete product suite for modern security operations, enabling better, faster security operations to stay ahead of future threats. Cortex XSIAM is our rethink in the platform that runs the Security Operations Center (SOC). It is our autonomous security platform that powers the modern SOC. Our extended security intelligence and automation management (XSIAM) is an innovative approach that is automation-first, not human-first like most Security Information and Event Management (SIEMs) and SOCs today. Cortex XSOAR is a comprehensive security orchestration, automation, and response (SOAR) platform that combines case management, intelligent automation and orchestration, and interactive investigation to serve Cyber Protection Teams (CPTs), across the incident lifecycle. Cortex Xpanse is an active attack surface management solution that helps organizations to actively discover, learn about, and respond to unknown risks in all connected systems and exposed services.

Pricing for the PANW SLED Products under the OMNIA Partners contract are using these not-to-exceed discounts based on product categories and the Pricing Files are uploaded

Palo Alto Pricing	% off MSRP
Hardware: 20% off MSRP	20%
Subscriptions (including subscription renewals):	15%
Support (including support renewals):	10%
Professional Services: 0% off MSRP	0%
Labs: 0% off MSRP	0%

TD SYNnex VALUE-ADDED SOLUTIONS

In addition to the PANW offering, TD SYNnex Corporation proposes the entire catalog of TD SYNnex, including, but not limited to:

3D Printers and Accessories, Access Control, Accessories, All In One PCs, Android Phones, Antennas, Audio-Visual Products, AV Furniture, Barcode Readers, Batteries and Battery Chargers, Bridges / Routers, Business Machine Supplies, Cable Accessories, Calculators / Business Machines, Camcorders, Cases and Protective Covers, Chromebooks, Cloud Security, Cloud Software and Solutions, Combined AV Devices, Computer Accessories, Computer Based Training, Computer Mice / Pointing Devices, Consumer Electronics, CPUs / Processors, Creativity Applications, Data center products, Data Management Applications, Desktop Computers, Desktop Supplies, Digital AV Players / Recorders, Digital Cameras, Display Accessories, Display Cables, Dot Matrix Printers, Drones, DVD Players / Recorders, DVRs / Security Storage, Education Applications, Fax Machine Supplies, Fax Machines, Financing Options, Flash USB Drive and Cards, Gaming Accessories, Gaming Console Applications, Gaming Systems, GPS Receivers / GPS Kits, Handheld Devices / PDAs, Hard Disk Drives, Headphones and Microphones, Home / Lifestyle Applications, Home Audio, Hosted Software, Hubs / Switches, Ink Jet Printers, Input Device Accessories, Integration, Internet / Communication Applications, IOT

Solutions, Keyboards / Keypads, KVM Switches and AV Splitters, Laser Printers, Last Mile Services / Solutions, LED Printers, Managed Print, Memory Boards and Card Readers, Modems, Monitors, Motherboards, Multifunction Machines, Netbooks, Network Accessories, Network Adapters, Network Cables, Network Devices, Network Management Tools, Network Service / Support, Network Storage, Notebook / PDA Carrying Cases, Notebook / Tablet PCs, Notebook Computers, Office Furniture, Office Productivity Applications, Office Tools, Operating Systems, Optical / Floppy / Zip Drives, Optical System and Accessories, Other Communication Devices, Output Accessories, Output Device Service / Support, Paper / Labels / Transparencies / Plastic Cards, PC and Network Cameras, PC Carrying Cases, PC Gaming Applications, Photocopier Supplies, Photocopiers, Port Replicators / Docks, Portable Audio, Power Accessories, Power Adapter, Power Cables, Power Distribution Units, Power Supplies, Presentation Supplies, Printer Accessories, Printer Cables, Printer Consumables, Printer Servers, Professional Services, Programming Tools, Projectors, Rack Systems and Accessories, RAM Modules, Read-Only Memory, Reference / Data Sources, Reference Materials and User Manuals, Remote Controls, Removable Media, Scanners, Security Software and Applications, Servers, Smart Appliances, Software Services / Support, Software Suites, Solid Ink Printers, Solid State Drives (SSD), Sound Cards, Speakers, Storage Accessories, Storage Cables, Storage Controller, Storage Enclosure and RAID Array, Storage Services / Support, Surge Suppressors, System Cabinets, System Cables, System Services / Support, Tablet PCs, Tape Drives, Tape Libraries / Autoloaders, Telephones, Televisions, Terminals / Network Computers, Thermal Printers, Toner Cartridge Drums, Training Courses, Unified Communication Hardware, Unified Communication Services, Unified Communication Software / Licensing, UPS, Utilities, Video Cards, Video Conferencing, Wireless Solutions / Services, and Workstations.

Pricing for the TD SYNnex SLED Cooperative contracts not-to-exceed prices are based between 2-4% off MSRP.

The exceptions are included in the Price Files uploaded under the “Response Attachments” tab. The TD SYNnex Line Card Is uploaded as an attachment in the “Response Attachments” “Other Attachment” files. Exceptions are noted in the Price Files. The combined Price Files for Palo Alto, the TD SYNnex Line Card and the Value Added Solutions are uploaded under the “Responded Attachments”.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

As a broadline IT distributor with offices and warehouse locations throughout North America, we can deliver product within 1-3 days nationwide. Shipment to US Territories and Outlying Areas will be dependent on OEM restrictions. TD SYNnex offers our products to all 50 states.

Our distribution processes are highly automated to reduce errors, ensure timely order fulfillment, and enhance the efficiency of our warehouse operations and back-office administration. Our distribution facilities are geographically located near reseller customers and their end user agencies. This decentralized, regional strategy enables us to benefit from lower shipping costs and shorter delivery lead times to our customers. Furthermore, we track several performance measurements to continuously improve the efficiency and accuracy of our distribution operations.

Our regional locations also enable us to make local deliveries and provide will-call fulfillment to more customers than if our distribution operations were more centralized, resulting in better service to our customers. Our workforce is comprised of permanent and temporary employees, enabling us to respond to short-term changes in order activity and emergency orders. Our extensive network of dealer partners allows TD SYNnex to respond quickly to any such emergency orders by ensuring the right partners are available to Omnia Partners’ agency members.

TD SYNnex’ proprietary IT systems and processes enable us to automate many of our distribution operations. For example:

TD SYNnex uses radio frequency and bar code scanning technologies in all of our warehouse operations to maintain real-time inventory records.

We facilitate frequent cycle counts and improve the accuracy of order fulfillment.

TD SYNnex uses palm readers to capture real-time labor cost data, enabling efficient management of our daily labor costs.

To increase the accuracy of our order fulfillment and protect our inventory from shrinkage, our systems also incorporate numerous controls such as counterfeit and tamper prevention, traceability, and tracking. Additionally, these controls also include order weight checks, bar code scanning, and serial number profile verification to verify that the product shipped matches the customer order. We also use digital video imaging to record our small package shipping activities by order. These images and other warehouse and shipping data are available online to our customer service representatives, enabling us to quickly respond to order inquiries by our customers.

TD SYNnex operates its principal contract assembly facilities in the United States and the United Kingdom. We assemble IT systems that include workstations, servers and high-end storage array solutions by incorporating system components from our distribution inventory and other sources. Additionally, we perform production value-added services, including kitting, asset tagging, hard drive imaging and reconfiguration. Our contract assembly facilities are ISO 9001:2000 and ISO 14001 certified.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

All contract orders will be placed through Authorized Dealer partners utilizing the TD SYNnex Dealer model for resellers. The resellers will request contract quotes through their TD SYNnex sales reps, including the OMNIA Partners contract bid desk on all correspondence. The OMNIA Partners contract bid desk will provide the reseller with the applicable contract information including the contract ceiling prices. When the end user agency places a contract order with the Authorized Dealer, the contract bid desk will review the agency's purchase order for compliance. At any point in this process, the end user agency can reach out to the TD SYNnex contracts team to verify pricing. For any pricing that is not verifiable using a published manufacturer price file, the contracts team will communicate directly with the manufacturer and provide official MSRP to the agency as directed by the manufacturer.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

TD SYNnex currently contracts with FedEx, UPS, Old Dominion, Landstar, CH Robinson, AIT Worldwide, XPO Global Forwarding, JIT, and T-Force transportation companies.

TD SYNnex Corporation has a fully incorporated Supply Chain Risk Management Plan which sets for the guidelines and processes that TD SYNnex follows to ensure measurable and satisfactory performance against contractual obligations. This SCRM Plan defines and documents the supply chain risk management of subcontractor and vendor efforts, ensuring security, performance and on time delivery at the best cost value to the government.

TD SYNnex Corporation uses NIST, ISO, TD SYNnex plans, policies, procedures, and commercial best practices Supply Chain Risk Management processes, beginning with validating procurement source selection strategy and supplier qualification and ending with proper disposition of equipment and completion of services provided to the government.

Approved (certified) suppliers have the appropriate quality control measures to prevent counterfeit items from being introduced into the supply chain including:

- Approved / validated shipping methods.
- Shipping in tamper-resistant packaging.
- Control in all phases using electronic bar coding and optical character recognition which tracks movement, provides lifecycle, recurring inventory.
- Security storage (with controlled access)
- Equipment handled by authorized and certified personnel.
- Replacement equipment to be purchased from approved suppliers.

TD SYNnex' Supply Chain Risk Management Plan is aligned with the requirements set forth in NIST Special Publications, ISO, and Best Practices (to include counterfeit prevention, tamper prevention, traceability, and tracking).

Additionally, TD SYNnex Corporation is a member of the Transported Asset Protection Association (TAPA), the international leader in setting standards to prevent cargo crime. We currently hold Customs-Trade Partnership Against Terrorism (C-TPAT) Certification. C-TPAT sets standards for cargo security in the supply chain and is partnered with US Customs and Border Protection. TD SYNnex is ISO 9001:2008 Certified – this certification documents physical security practices.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Location Code	Site Address	Country	Floor Area-ft ²	Specialty / Focus
CM503 - DSW Swedesboro - A3	One Technology Drive, Swedesboro, NJ 08085	US	926,350	Integration and Warehouse
CM506 - DFO Fontana - A6	13472 Marlay Avenue, Fontana, CA 92337	US	456,000	Integration and Warehouse
CM505 - DFW Ft. Worth - AS	5100 Liberty Avenue, Ft. Worth, TX 76177	US	539,200	Warehouse
CM504 - DIN South Bend - A4	7700 Vorden Court, South Bend, IN 46628	US	344,000	Warehouse
CM502 - DGA Suwanee - A2	3055 Shawnee Industrial Parkway, Suwanee, GA 30024	US	432,000	Warehouse
CM3 - DFR	6551 W. Schulte Road, Suite 100, Tracy CA 95377	US	171,685	Warehouse
CM6 - DCH	1180 Remington Blvd., Romeoville IL 60446	US	450,900	Warehouse
CM7 - DTN	455 RESEARCH DR. Suite 100, Southaven MS 38672	US	517,490	Integration and Warehouse
CM50 - DCO Dock Doors, N10-N19	7303 Rickenbacker Parkway West, Columbus OH 43217	US	357,504	Integration and Warehouse
CM12- DON	15065 Flight Ave, Chino CA 91710	US	503,160	Warehouse
CM16 - DFL	12650 NW 25th Street, Miami FL 33172	US	60,316	Warehouse
		Total Floor Area	4,758,605	

3.3 Marketing and Sales

F. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

G. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

H. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo.
 - Copy of original Request for Proposal.
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier.
 - Summary of Products and pricing.
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page.
 - A dedicated toll-free number and email address for OMNIA Partners

At Time of Award

- Create Terms and Conditions summary; develop pricing calculator.
- Communicate contract requirements internally and with each manufacturer line.
- Determine rules of engagement, assign responsibility roles Recruitment.
- Identify Resellers: Vendor lists, TD SYNnex Point of Sale reports, Sales Managers and Outside Sales reps.
- Social Media announcement and collaborative efforts with OMNIA Partners on award.
- Training: onsite, online, webinars.
- Establish eligibility requirements.
- Sign participation agreement ensuring contract compliance Contract Management;
- Monthly contract review by TD SYNnex contracts team
- Monthly status calls with each participating reseller.
- Quarterly cadence calls with the contractor community.
- Ongoing calls with participating manufacturers to update/revise strategy.

First 90 Days

- Upon award, communicate to vendor and internal Product Management/Business Development teams.
- Develop contract terms and conditions statement, pricing calculator, and published contract price file.
- Review administrative requirements.
- Update OMNIA Partners contract dedicated contract webpage with required contract details, pricing calculator, and additional relevant contract information for ease of navigation.
- Social Media awareness campaign to direct customers to our website.
- Determine manufacturer's strategy and reseller engagement.
- Establish reseller qualifiers, sales minimums, agreement.
- Review contract requirements with authorized resellers.
- Review required business plan/marketing plan from authorized resellers.
- Conduct training via webinars of resellers, sales representatives, Business Development Representatives, Product Managers and manufacturers.
- Where applicable, conduct joint road shows to promote/train.
- Publish TD SYNnex Corporation press release.
- Provide marketing collateral for resellers.
- Reseller call campaign to reach out to partners to inform them of the contract.
- Dealer visits from our Account Managers to evangelize the contract.
- Dealer Partner live webinar series.
- "Educate and Inform" stage to ensure reseller customers are aware of the contract.
- Conference calls and webinars to inform reseller customers of OMNIA Partners.
- Trade shows, events, and virtual events.
- Government Navigator business intelligence tool to help Dealer partners uncover opportunities.
- Email campaign at the Account Manager level.

Ongoing Management

- Training/webinars - initial and ongoing
- Product Refresh - marketing and communication
- Business Development - slip/gain report for both reseller and manufacturer
- Business Development - monthly sales report to Manufacturer with email updates
- Quarterly Business Review for reseller (or as needed)
- Quarterly Business Review for manufacturers (or as needed)
- Identification of potential seasonal pricing (hot list) for OMNIA eligible agencies

- Quarterly Business Review webinar for reseller community
- Periodic events to include Sourcewell contract dedicated marketing and training sessions at our TD SYNnex Public Sector SLED events (see <https://www.synnexcorp.com/us/govsolv/events/> for examples of upcoming events)
- Maintenance of authorized reseller database with contact information
- Contract reporting and administrative fee payment to the Sourcewell
- Pricing updates as well as new product identification and submission

TD SYNnex has identified our training processes in the preceding sections for both inside/outside sales teams, our business development teams and authorized resellers/solution providers. Essentially, it will entail training, marketing collateral, PowerPoint presentations and onsite visits to conduct Q&A. Training is an ongoing process scheduled throughout the year via webinars, onsite training and industry events. Resellers will be given access to the TD SYNnex contract website, marketing collateral, and instruction on the processes of obtaining quote/orders and contract pricing. All aspects of the contract, from end-user marketing to customer service to tech support, must be fully explained and expectations identified. A bid-desk, dedicated to providing quote assistance to TD SYNnex OMNIA Partners-authorized resellers will be employed to assist our partners to ensure OMNIA Partners' agencies receive timely, accurate, and contract complaint quotes.

I. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

The Public Agency customers' accounts currently under the OMNIA #R200803 contract will be notified by TD SYNnex of the new awarded contract number through our Public Sector Contract Specialists teams and will provide them with an updated dealer agreement including the new contract award contract details. All of the OMNIA Partners information will be included on the TD SYNnex OMNIA website.

Current cooperative contracts TD SYNnex holds include:

- Equalis Group Technology Solutions R10-1173F
- NCPA 01-170 Advanced Technology Solutions Aggregator
- OMNIA Partners Cyber Security Solutions #R200803
- PEPPM 2024 – Wholesaler Technology Catalog
- Sourcewell 020624-SYN

TD SYNnex will communicate the updated contract terms and contract number via a webinar for the current partner/reseller community assigned. The new contract number will be posted on our OMNIA Partner website and will be referenced on the product quotes provided to the agency end users. TD SYNnex will require the reseller/partners to execute a new agreement stating the updated contract number.

TD SYNnex will make efforts to transition existing Public Agency Customer accounts to the Master Agreement by notifying them of the availability of the new contract and offering all available assistance transferring their procurement(s) to the Master Agreement.

J. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

TD SYNnex acknowledges and agrees.

K. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide

and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

TD SYNnex has a dedicated team who are responsible for the overall management of our state/local and Federal contracts. Responsibilities include the coordination of marketing efforts, recruitment and development, quoting, sales, technical support, customer service, post-sales support, reporting and compliance. There is no cost to participate, and OMNIA Partners is a non-exclusive contract sharing best government pricing with partners and end user customers.

TD SYNnex Public Sector is a specialized, fully integrated business unit that focuses on bridging the gap between technology partners and U.S. public sector organizations so they can achieve their individual missions. This is accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings.

At TD SYNnex, we bring a wealth of experience and a proven track record in owning and managing Public Sector contracts. We owe our success to our strategic approach to sales and demand generation, tailored to maximize the reach of these contracts.

We have over 800 sales representatives located throughout the US and Canada who work directly with our reseller partners to ensure timely quoting, sales, and delivery.

L. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

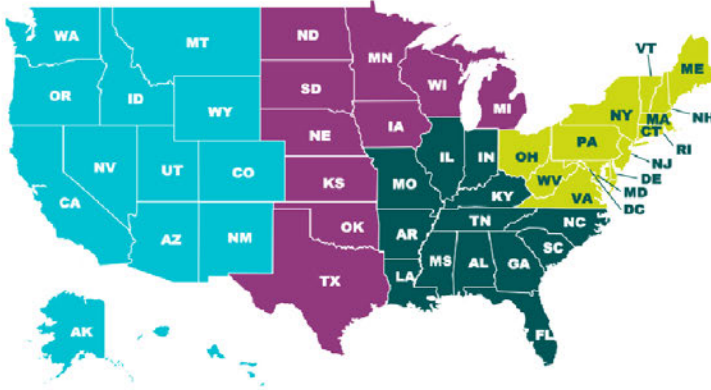
TD SYNnex has identified our training processes in the preceding sections for both inside/outside sales teams, our business development teams and authorized resellers/solution providers. Essentially, it will entail training, marketing collateral, PowerPoint presentations and onsite visits to conduct Q&A. Training is an ongoing process scheduled throughout the year via webinars, onsite training and industry events. Resellers will be given access to the TD SYNnex contract website, marketing collateral, and instructions on the processes of obtaining quote/orders and contract pricing. All aspects of the contract, from end-user marketing to customer service to tech support, must be fully explained and expectations identified. A bid-desk, dedicated to providing quote assistance to TD SYNnex OMNIA Partners-authorized resellers will be employed to assist our partners to ensure OMNIA Partners' agencies receive accurate information.

- iv. Knowledge of benefits of the use of cooperative contracts

TD SYNnex has a dedicated group of Contract Specialist Experts that conduct training to educate partners/resellers on the value and usage of the OMNIA Partners contract. These sessions are a requirement for the partners to attend and receive their "On-boarding" training plus their Dealer Agreement contracts. Please see uploaded file under "Other Attachments" entitled "Public Sector Business Development Team".

Public Sector Business Development Team

Email contracts@tdsynnex.com to get in touch with your dedicated public sector contracts expert



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Janie Frandsen
Manager, Public Sector Programs
727.275.5000
Janie.Frandsen@tdsynnex.com

M. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support: Randy Finley: Sr. Director Business Development
 - Randy.Finley@tdsynnex.com
 - (800) 2378931 x4001887
- ii. Marketing: Melissa Tomberg: Senior Marketing Program Manager
 - Melissa.Tomberg@tdsynnex.com
 - (800) 2378931 x4102582
- iii. Sales: OMNIA@TDSYNnex.com
- iv. Sales Support: OMNIA@TDSYNnex.com
- v. Financial Reporting: Contracts@tdsynnex.com
- vi. Accounts Payable: Contracts@tdsynnex.com
- vii. Contracts: Contracts@tdsynnex.com

N. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Eddie Franklin, Sr. Vice President for the TD SYNnex Public Sector sales organization. eddie.franklin@tdsynnex.com
The Public Sector organization consists of approximately 800 co-workers. TD SYNnex tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

TD SYNnex has dedicated Business Development Contract Specialists supporting OMNIA as the main contacts for the Sales Teams across the U.S. As these contacts are geographically assigned, like the OMNIA Partners contract we currently support, our experts work in conjunction with OMNIA personnel to assist in closing opportunities. Our Contract Specialists work with the assigned territory contact under the OMNIA Partners website to determine what the best approach to address partner concerns and issues to resolution. TD SYNnex provides regular updates of new reseller/partners which have been added to the contract once they have been onboarded and understand the contract agreement requirements. Please see the Coverage Map found in the "Response Attachments" tab "Other Attachments".

O. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Our Dealer Network is comprised of over 25,000 independent dealers, resellers, and solutions providers nationwide. We have over 7,000 partners selling into Public Sector with 3,500 actively selling into State and Local Government and 1700 partners focused on K-20 Education, and 900 Healthcare. Our marketing and sales efforts promote the onboarding of new Dealer agreements throughout all public sector segments. As we include the full TD SYNnex line card across all 50 states, the contract encompasses cross industry selling and support.

Ongoing Contract Program Management Activities include, but are not limited to:

- Training/webinars - initial and ongoing;
- Product Refresh - marketing and communication;
- Business Development-slip/gain report for both reseller and manufacturer;
- Business Development-monthly sales report to Manufacturer with email updates;
- Quarterly Business Review for reseller (or as needed);
- Quarterly Business Review for manufacturers;
- Identification of potential seasonal pricing (hot list) for the OMNIA Partners community;
- Quarterly Business Review webinar for reseller community;
- Periodic events to include OMNIA Partners contract dedicated marketing and training sessions at our Public Sector SLED events;
- Maintenance of authorized reseller database with contact information;
- Contract reporting and Administrative fee payment to OMNIA Partners;
- Pricing updates as well as new product identification and submission.

TD SYNnex has a fully dedicated contracts team that verifies compliance with the terms and conditions of each contract on every Purchase Order generated through this contract. At the end of each month the contracts team reviews the Point of Sale (POS) report generated from the TD SYNnex purchasing system. Any issues are noted and resolved to ensure 100% compliance. the reporting period. TD SYNnex compares reseller/partner sales to our POS data to ensure accuracy. References of our contract support are available upon request.

P. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Under the present OMNIA Partners contract, TD SYNnex has these top 10 reseller/partners which sold through the contract. Since the reseller/partners sell directly to the agencies, they also own the relationship, but contacts can be provided upon request.

Reseller	Agency Total
UPSTATE WHOLESALE SUPPLY INC, DBA BRITE	\$ 5,097,023.00
BLUEALLY TECHNOLOGY SOLUTIONS, LLC	\$ 2,537,441.43
COMPULINK TECHNOLOGIES INC.	\$ 2,478,988.24
COMPUTERS AT WORK INC	\$ 2,171,420.61
RAJ SOMAS (NYC FISA)	\$ 1,591,475.10
SENTINEL TECHNOLOGIES	\$ 1,143,204.86
CS BUSINESS SYSTEMS	\$ 1,052,039.10
FLAGLER TECHNOLOGIES LLC	\$ 1,027,837.60
COMPUTACENTER UNITED STATES INC.	\$ 993,348.56
TRACE3, LLC	\$ 975,332.54

Q. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

With CIS as the backbone of the TD SYNnex system, TD SYNnex is able to offer eBusiness solutions. We feature a complete suite of solutions that partners can pick from that best best-fits their business needs. Whether partners are new to eCommerce or already have extensive capabilities, we have options to help your business run leaner and faster.

TD SYNnex offers the following:

TD SYNnex eStorefronts

eStorefronts is an online ordering system based on ECExpress, built and hosted by TD SYNnex. eStorefronts allow resellers to create their own end-customer catalog, or offer all TD SYNnex Skus to their end-customers, while controlling pricing at a customer or product level. eStorefronts include built-in order management controls, real-time pricing and availability, personalized branding, order notifications and more, all for one inclusive monthly fee.

In addition, TD SYNnex offers also offers other B2B e-commerce solutions that include: TD SYNnex ECExpress TD SYNnex' ECExpress is a real-time back-office management and e-commerce platform that streamlines orders, quotes, and invoices. While securely navigating across all TD SYNnex sites and tools without logging in again, the ECExpress platform enables you to see product alerts and available inventory, save frequent product searches, and subscribe to reports that include:

- XpressTrak Alerts
- Price and Availability Download (Reseller partners only)
- Bid Portal (Reseller partners only)
- Reports
- Custom Product Search
- Recent Orders

TD SYNnex' Footprint in Mobile Apps

TD SYNnex B2B services offer reseller partners Application Development Services to help balance costs, boost service levels and improve productivity through vigorous management of flexible, high-performance, business-critical applications. Leveraging the best-of-technologies and practices, we ensure that your business applications are developed, maintained and managed within optimal costs and acceptable timeframes to provide you secure and undistruptive business environments. We approach Application Development in a mature and proactive way. We believe that Application outsourcing can reap benefits only if risks are minimized, while being balanced by off shoring incentives like reducing costs, unfailing performance ratios and consistent quality levels. Our development model is a recipe of conventional and current business practices. We complement conventional practices with agility to provide faster, more enhanced solutions to clients. We deliver applications within shorter timeframes and agreed-upon deadlines, all without cutting corners or compromising quality.

B2B & eCommerce

TD SYNnex believes the sole purpose of Information Technology(IT) is to support our businesses. We understand that our customers have unique eCommerce capabilities, preferences, and "best technologies" available. Our eCommerce options allow customers to choose the most cost-effective solution that fits their needs, from the simplest to the most advanced cutting-edge technologies. TD SYNnex supports both EDI ANSI x12 File Document Specifications and Flat File Document Specifications.

Web Services & XML

TD SYNnex Web Services are available to reseller partners. The following Web Services are available:

- Customer Purchase Order
- Price and Availability
- Expense Estimate
- Product Feed Service
- Customer PO Status

TD SYNnex also offers real-time XML services. Real-time available services include:

- EDI
- PO Submit
- PO Status
- Freight Quote
- Price and Availability
- RMA Create
- RMA Status
- XML Invoice

Punch-out Catalogs

Migrate away from Excel and PDF contract pricing lists by implementing a Punch-out with your customer. Leverage TD SYNnex' experience and create a branded product catalog accessible from reseller end-user customers' ordering system. Resellers can include a shopping cart with products, quantities and pricing, directly linked to your customers' procurement system.

Features

- Brand the catalog as your own - TD SYNnex becomes your silent partner.
- Keyword search, product specifications, real-time availability.
- Supports Configure-To-Order(CTO) and non TD SYNnex sku sales.

Benefits

- Our connections use cXML/XML, SOAP/Web Service, HTTP Post and REST/JSON.
- Our most popular enterprise systems to date include SAP/Ariba, Oracle, Perfect Commerce and service now.
- Our programmers can seamlessly connect to your customer's procurement system using the highest security standards, such as PCI, Trustwave and HTTPS(TLS) 1.1

- [REDACTED]
- [REDACTED]
- [REDACTED]

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

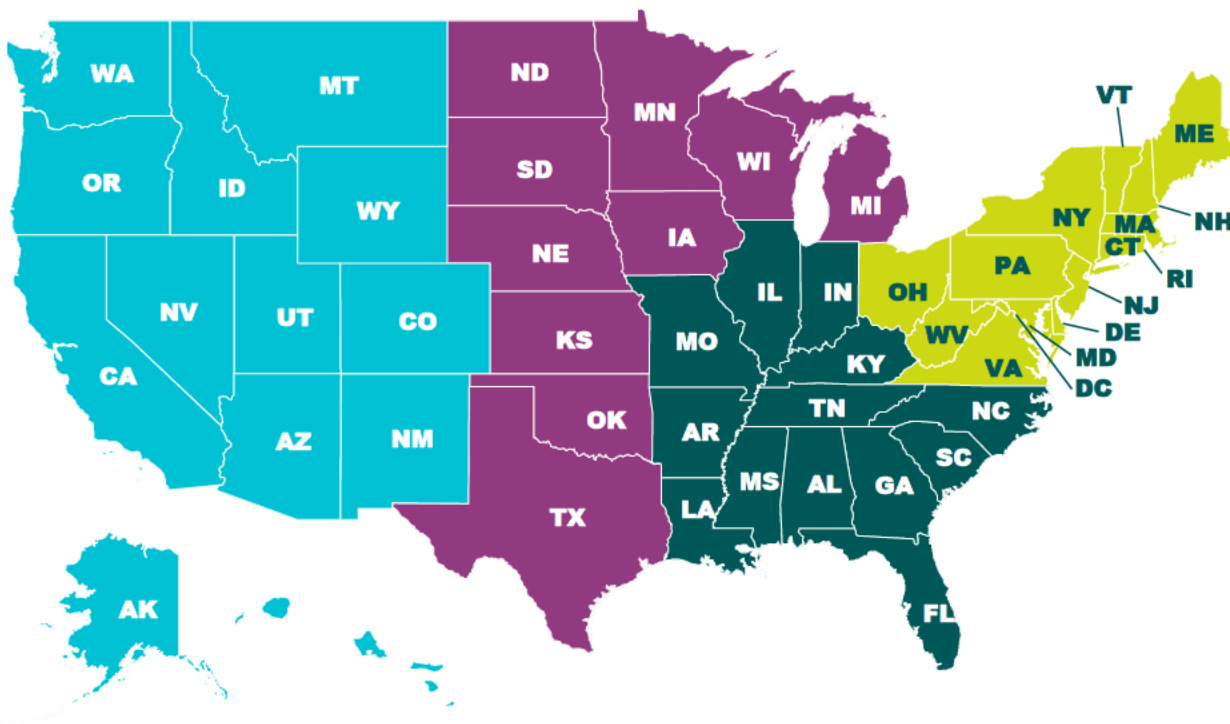
- S. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

TD SYNnex Corporation does not respond directly to Public Agency solicitations. However, Authorized Dealers will be encouraged to respond using the OMNIA Partners contract when products available under this contract are requested. If the Public Agency is unsure whether they are eligible to use the OMNIA Partners contract, TD SYNnex will provide the Authorized Dealer with contact information for their agency customer to reach out to OMNIA Partners to discuss eligibility. When alternative contracts are requested by the public agency, TD SYNnex will make every attempt to offer OMNIA Partners contract as an alternative to the requested contract.

Public Sector Business Development Team

Email contracts@tdsynnex.com to get in touch with your dedicated public sector contracts expert



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Diversity Alliance Program

A broad ecosystem of small and diverse resellers leveraging socioeconomic status to win business

You deserve a channel ecosystem strategy that grows your business. When you join the TD SYNnex Public Sector Diversity Alliance Program, you'll enjoy:



Access to our fully vetted, small and diverse subcontractor ecosystem



Brokered introductions to the right type of resellers to advance your business goals



Enhanced ability to scale your relationships

We understand how difficult it is to manage an ecosystem of diverse resellers that have the right tech skillsets for your needs. We've combined best practices with the experience and scale of the public sector to deliver wins for everyone.



Get Concierge-Level Relationship Management



Grow Subcontracting Relationships To Win More Opportunities



Access a Robust and Diverse Ecosystem



Get Accurate and Insightful ROI Reporting

Contact your TD SYNnex Public Sector representative about TD SYNnex Public Sector Diversity Alliance Program

Visit our website: tdsynnex.com/na/us/td-synnex-public-sector/

For Questions, Email: dap@tdsynnex.com



Join Our Network and Increase Your Public Sector Opportunities

TD SYNnex Public Sector's Diversity Alliance Program (DAP) is an affinity group of public sector resellers that hold socioeconomic diversity status, and represent a significant amount of TD SYNnex's Public Sector business. The program promotes collaboration amongst partners, granting you more opportunities to win business.

Diversity Alliance Program Members Have Access to the Exclusive Tools and Benefits:



Exclusive TD SYNnex vendor specials



Financing tools such as escrow agreements, blind lock box and extended terms



Discounted fees for GSA orders classified as new business opportunities



Frequent networking opportunities with manufacturers and other partners



Track vendor promotions through sales and SPIFF reporting tools



Exclusive DAP Member Concierge

Eligibility

To establish and maintain eligibility as a member of the Diversity Alliance Program, you must:

- Hold socioeconomic diversity status
- Meet minimum threshold of annual and/or public sector sales revenue
- Hold a prime contract or participate in an indirect TD SYNnex reseller contract program
- Participate in a TD SYNnex credit terms account or other alternative credit program
- Be in good standing
- Have status verified by a 3rd party organization

TD SYNnex Public Sector is a powerhouse built with a purpose. We bolster U.S. public sector business for our technology vendors and channel partners and help your end-user customers meet their mission. Our 75 years of combined dedication and service to the U.S. public sector, along with our reach back to 22,000+ of the IT industry's best and brightest positions us as the best partner to help your company reach its fullest potential.



Join the TD SYNnex Public Sector Diversity Alliance Program and grow your public sector footprint today

Email: dap@tdsynnex.com



2025 Public Sector Program

Navigating the U.S. public sector market presents a wealth of growth opportunities. TD SYNEX Public Sector consistently leads the market.

In such a highly competitive environment, having a dedicated partner to develop and implement a strong strategy is crucial for the consistent success and long-term sustainability of your U.S. public sector business ventures.

TD SYNEX Public Sector is your trusted partner to accelerate your public sector growth!

Our program includes comprehensive packages and vertical-specific tracks, providing our sponsors with an effective, year-round marketing strategy.

Program Objective

- **Streamline Access to U.S. Public Sector:** Simplify the process for technology firms and their reseller customers to engage with and thrive within the U.S. Public Sector marketplace.
- **Foster Public Sector Expansion:** Empower TD SYNEX Public Sector vendors and customers to bolster awareness, drive demand and cultivate precise, high-quality leads for your enterprise.
- **Optimize ROI Throughout the Program Journey:** Strive for a consistent, positive return on investment across every stage of the program's life cycle.

Target Audiences

Our target market comprises two key segments:

Public Sector Reseller Customers: This group offers and promotes technology solutions to all U.S. public sector verticals, including public health, federal government, public utilities, public transportation, state and local government, K-12 education and higher education. We focus on establishing and nurturing strong partnerships pivotal in delivering innovative solutions to the public sector.

Public Sector End Users: This segment comprises the end consumers within the U.S. public sector: those directly utilizing technology solutions. We understand the unique needs and challenges, offering tailored solutions to enhance their productivity, efficiency, security and overall effectiveness.

Program Levels

Diamond	\$356,000
Platinum	\$252,000
Gold	\$171,000
Silver	\$90,000
Bronze	\$50,000

2025 TD SYNEX Red, White & You Conference

April 28 – May 1, 2025| San Antonio Marriott Rivercenter on the River Walk| San Antonio, TX

Reseller Audience: Public Sector c-suite executives and business owners that sell across all State & Local Government, Education, Federal and Healthcare verticals.

Vendor Audience: Executives and decision makers that are focused on serving all public sector markets.

Red, White & You Conference	Diamond	Platinum	Gold	Silver	Bronze
Main Stage Keynote (Diamond Sponsors Only) Choose a specific vertical to speak on and present during a general session.	✓	-	-	-	-
Vendor Dine Around (Diamond Sponsors Only) Invite your top partners or potential partners to a local restaurant for dinner and libations.	✓	-	-	-	-
Breakout Session Presentation dedicated to your vendor's solutions.	-	✓	-	-	-
Multi-Vendor Vertical Panel Placement Communicate your value proposition to public sector solution providers. One vendor representative on each multi-vendor vertical panel. These multi-vendor vertical panels are not vendor or industry exclusive.	-	-	✓	-	-
Solutions Pavilion Display your pertinent public sector products in the Manufacturer Solutions Pavilion. Sponsors are encouraged to send public sector-focused representatives.	Extra Large	Large	Medium	Small	Small
In-Person Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Additional badges may be sold a la carte (where space permits). Additional passes may be purchased for \$2,500 per pass, subject to availability. The transfer to TD SYNEX co-worker is subject to internal approvals.	5 Passes	4 Passes	3 Passes	2 Passes	1 Pass
Lead Capture Capture, track, manage and qualify leads you meet at conference. A list of captured leads will be made available after the event.	2	2	1	1	1
Pre-Event and Post-Event Registration Lists Receive a complete list of registered partners, including name, company and title.	✓	✓	✓	✓	✓
Sponsorship Recognition Logo representation on registration website and onsite signage.	✓	✓	✓	✓	✓

Reseller-Facing Multi-Vertical Digital Event	Diamond	Platinum	Gold	Silver	Bronze
<u>NEW! - Public Sector Connections: Red, White & You Comes to You – A Digital Experience</u> Join us for an immersive public sector digital conference designed to bring the essence of our in-person event directly to your screen. Engage with peers, gain valuable knowledge, and be inspired by thought leaders—all from the comfort of your own space and on your own time. Reseller Audience: Designed specifically for mid-level individuals looking to deepen their understanding and share valuable takeaways related to the public sector. Vendor Audience: Public Sector channel representatives and mid-level vendor management.	✓	✓	✓	✓	✓
Digital Vendor Attendee Passes Unlock exclusive access to our public sector digital conference with the Digital Attendee Pass. This pass grants you entry to a dynamic online environment where you can experience all the event has to offer.	✓	✓	✓	✓	✓
RW&Y Vendor Exclusive Presentation The pre-recorded keynote from the in-person Red, White & You conference will be re-played.	✓	-	-	-	-
Interactive Learning Session Vendors will have a breakout session or similar exclusive digital space for content. These focused sessions are exclusively designed to provide an interactive and collaborative environment where you can explore specific public sector knowledge.	-	✓	-	-	-
RW&Y Comes to You Advertisement Capture the audience's attention with a compelling digital advertisement that delivers your message directly to their screens.	-	-	✓	-	-
RWY Comes to You Banner Advertisement	-	-	-	✓	-
Sponsorship Recognition Logo representation on registration website and digital experience platform.	✓	✓	✓	✓	✓

Reseller-Facing Multi-Vertical Activities and Events	Diamond	Platinum	Gold	Silver	Bronze
Red, White & You Comes to You! Locations: west coast and east coast Join our regional mini conference, designed to unite all verticals. These events provide a platform to reach large regions, allowing you to share your message with a broad audience of reseller customers. Reseller Audience: Public sector c-suite executives and business owners that sell across all State & Local Government, Education, Federal and Healthcare verticals. Vendor Audience: Public sector channel representatives and upper management.	Both	Both	Both	Pick 1	Pick 1
RW&Y Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Additional vendor passes may be purchased for \$1,500 per pass, subject to availability.	2	2	1	1	1
RW&Y Comes to You Vendor Exclusive Presentation Opportunity to address our partners. This speakership will be listed on the agenda.	✓	-	-	-	-
Multi-Vendor Panel Discussion Vendors will participate in a shared, vertical-specific panel discussion or workshop moderated by the TD SYNEX Public Sector subject matter expert in each vertical.	-	✓	-	-	-
Single Slide – Walk-in Ad Platinum sponsors will have the opportunity to provide a targeted message that will be included in the slideshow loop during general session. Content is limited to vendor logo, 20 words and one additional image. <i>Template will be provided.</i>	-	✓	-	-	-
Multi-Vendor Reseller Engagement Activity Communicate your value proposition to public sector solution providers. As a sponsor you will participate in an engaging activity such as speed networking, workshop, etc. to engage your message to our reseller partners.	-	-	✓	✓	-
Breakfast Recognition Sponsorship Reserved table in the dining area and onsite signage.	-	-	-	-	✓
Vendor Tabletop Pavilion	✓	✓	✓	✓	✓
Sponsorship Recognition Logo representation on registration website and onsite signage.	✓	✓	✓	✓	✓

State and Local Government Reseller Facing Event	Diamond	Platinum	Gold	Silver	Bronze
Customer's Academy An Institute Designed for Public Sector Growth Join us for a three-day program designed to provide a deep, hands-on experience in understanding local government. This immersive academy will feature the city and county of Greenville, SC, offering participants a unique opportunity to interact with key government functions and explore intelligent city solutions. Why Join Us? Experience Local Government Participants will get a behind-the-scenes look at how local government functions. This academy offers a comprehensive understanding of how local governments provide essential and desired services. Featured agencies include the City and County of Greenville, South Carolina, showcasing their intelligent city solutions. Reseller Audience: Our top 20 state & local government partners will be individually invited by public sector Leadership. Vendor Audience: Public sector channel executives and decision makers.					
Logo on Academy Certificate All participants receive a framed certificate.	✓	✓	-	-	-
Customer's Academy Vendor Exclusive Presentation Opportunity to address our partners. This speakership will be listed on the agenda.	✓	-	-	-	-
Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Due to space limitations for this exclusive event, no a la carte passes are available for purchase.	1	1	-	-	-

State and Local Government Reseller Facing Event	Diamond	Platinum	Gold	Silver	Bronze
SLED Summit This summit is hosted by the TD SYNEX public sector subject matter experts for the state and local government market, as well as Education. Hear from key industry speakers on state & local market trends and intelligent cities. Reseller Audience: Public sector management decision makers and business owners that sell across all State and Local Government, Education. Vendor Audience: Public sector channel representatives and upper management.	✓	✓	✓	Pick FED or SLED	-
Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Transfer to TD SYNEX co-worker subject to internal approvals. Additional badges may be sold a la carte (where space permits). Additional vendor passes may be purchased for \$1,500 per pass, subject to availability.	2	2	1	1	-
Vendor Exclusive Presentation Opportunity to address our partners. This speakership will be listed on the agenda.	✓	-	-	-	-
Multi-Vendor Panel Discussion Vendors will participate in a shared, vertical-specific panel discussion or workshop moderated by the TD SYNEX Public Sector subject matter expert in each vertical	-	✓	-	-	-
Single Slide – Walk-in Ad Platinum sponsors will have the opportunity to provide a targeted message that will be included in the slideshow loop during general session. Content is limited to vendor logo, 20 words and one additional image. <i>Template will be provided.</i>	-	✓	-	-	-
Multi-Vendor Reseller Engagement Activity Communicate your value proposition to public sector solution providers. As a sponsor you will participate in an engaging activity such as speed networking, workshop, etc. to engage your message to our reseller partners.	-	-	✓	✓	-
Vendor Tabletop Pavilion	✓	✓	✓	✓	-
Sponsorship Recognition Logo representation on registration website and on-site signage.	✓	✓	✓	✓	-

Federal Event Track	Diamond	Platinum	Gold	Silver	Bronze
Federal Summit Location: Washington D.C. Metropolitan area Join us at the annual Federal Summit hosted by TD SYNEX public sector experts, tailored for the federal market. Gain insights from key industry speakers on federal market trends and intelligence, preparing you for the busy buying season ahead. Reseller Audience: Public sector management decision makers and business owners that sell across Federal. Vendor Audience: Public sector channel representatives and upper management.	✓	✓	✓	Pick FED or SLED	-
Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Transfer to TD SYNEX co-worker subject to internal approvals. Additional badges may be sold a la carte (where space permits). Additional vendor passes may be purchased for \$1,500 per pass, subject to availability.	2	2	1	1	-
Vendor Exclusive Presentation Opportunity to address our partners. This speakership will be listed on the agenda.	✓	-	-	-	-
Multi-Vendor Panel Discussion Vendors will participate in a shared, vertical-specific panel discussion or workshop moderated by the TD SYNEX Public Sector subject matter expert in each vertical	-	✓	-	-	-
Single Slide – Walk-in Ad Platinum sponsors will have the opportunity to provide a targeted message that will be included in the slideshow loop during general session. Content is limited to vendor logo, 20 words and one additional image. <i>Template will be provided.</i>	-	✓	-	-	-
Multi-Vendor Reseller Engagement Activity Communicate your value proposition to public sector solution providers. As a sponsor you will participate in an engaging activity such as speed networking, workshop, etc. to engage your message to our reseller partners.	-	-	✓	✓	-
Vendor Tabletop Pavilion	✓	✓	✓	✓	-
Sponsorship Recognition Logo representation on registration website and on-site signage.	✓	✓	✓	✓	-

Multi-Vertical Reseller Facing Event	Diamond	Platinum	Gold	Silver	Bronze
NEW! - The Stars and Stripes Retreat An Exclusive Opportunity Awaits! Join an elite gathering of partners at the prestigious Stars and Stripes Retreat, a two-and-a-half-day event designed to foster strategic relationships and unparalleled networking opportunities. Engage with Top-Tier Attendees Immerse yourself in a luxurious resort setting where you will have the chance to connect with top customer attendees. This intimate event ensures ample time for meaningful interactions with esteemed customer attendees, including those with diversity status. Elevate Your Presence Leverage exclusive speaking opportunities and focused networking sessions to highlight your expertise and forge enduring connections with this distinguished group of industry leaders. Reseller and Vendor Attendees This retreat is targeted for c-suite executives and business owners that span across all verticals of public sector.	✓	✓	✓	-	-
Branding on Team Activities or Dinner Reception	✓	-	-	-	-
Single Slide – Walk-in Ad Platinum sponsors will have the opportunity to provide a targeted message that will be included in the slideshow loop during general session. Content is limited to vendor logo, 20 words and one additional image. <i>Template will be provided.</i>	-	✓	-	-	-
Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Due to space limitations for this exclusive event, no a la carte passes are available for purchase. All guests must be over 21 years of age.	1 pass, plus a guest	1 pass, plus a guest	1 pass, plus a guest	-	-
Hotel Room (1) Room per sponsoring vendor is included with the sponsorship. Any additional hotel rooms requested will be paid for by the guest.	✓	✓	✓	-	-

TD SYNEX Reseller Facing Events	Diamond	Platinum	Gold	Silver	Bronze
<u>Public Sector Vendor & Partner Alliance Network</u> This a strategic collaboration developed from our relationships with some of the world's leading technology companies — is more than a traditional alliance network. We go above and beyond to access experienced perspectives, leverage independent thinking and look at the business in a new way to shape the public sector markets of tomorrow.	✓	-	-	-	-
Reseller and Vendor Attendees This Alliance Network is targeted for c-suite executives and business owners that span across all verticals of public sector.					
<u>DAP University</u> DAP University, an invitation-only extension of our Diversity Alliance Program, is designed to expand the reseller customer's knowledge and expertise to grow their business. DAP University is designed to engage with sales and extended teams within your organization through interactive exercises and courses. The final coursework will conclude with a capstone presentation.	✓	✓	-	-	-
Reseller and Vendor Attendees DAP University is targeted for c-suite executives and business owners that span across all verticals of public sector.					

TD SYNEX Sales Facing Events	Diamond	Platinum	Gold	Silver	Bronze
<u>NEW! - Vendor Showcase and Sales Engagement Day</u> Locations: TD SYNEX Clearwater, FL and Greenville, SC offices Our internal Public Sector Sales Representative showcase days provide an opportunity to network, learn, and unwind with TD SYNEX sales colleagues and public sector leadership. During the workday, vendors will have dedicated spaces to showcase their products and services, enabling our sales team to explore and learn about the latest industry trends and innovations. Vendors will provide access to insider knowledge, best practices and industry updates that can enhance sales strategies and performance. Sales Audience: Our inside public sector sales team. Vendor Audience: Channel representative.	-	-	-	Pick 1 Location	Pick 1 Location
<u>Rollin' With Randy - Digital Experience Event</u> This 45-minute virtual event is hosted by Randy Finley, Senior Director of Business Development – Public Sector with TD SYNEX Outside Sales Representatives (OSRs) and Inside Sales Representatives (ISRs) teams. The opportunity to participate in one of our most successful sales development events sells out every year. Sales Audience: Our top OSR and ISR teams. Vendor Audience: Channel representative.	✓	-	-	-	-

Market Intelligence	Diamond	Platinum	Gold	Silver	Bronze
Market Intelligence Hub Leverage our extensive on-demand library, filled with current market intelligence deep dives into state, education, and federal IT trends, as well as key spending areas. - Identify Sales Opportunities: Uncover IT sales opportunities, understand the demand drivers, and explore funding trends across the public sector. - Stay Informed: Access insights into IT requirements and the technologies driving the market. - Master Government Fundamentals: Utilize our training videos on procurement, contracts, and federal regulations to help your teams tailor their strategies effectively.	✓	✓	✓	✓	-
Market Intelligence (MI) Report Deep dive into target public sector customers using actionable insights tailored to your product offering - Actionable Market Trends & Priorities: Uncover the specific procurement needs and growth opportunities of your target customer, directly aligned with your product offerings. - Strategic Sales Insights: Gain a comprehensive understanding of your target customer's decision-making processes, addressable budgets, and preferred contract vehicles. - Key Stakeholder Mapping: Access detailed org charts to identify key decision-makers and influencers within your target customer's organization, and understand which companies already have an established presence.	4	2	1		
Market Intelligence Strategy Session Engage in a one-on-one business planning session with a Market Insights Leader. These strategic sessions are designed to help you develop robust business plans and expand your business with TD SYNnex Public Sector, guided by in-depth market analysis. We leverage real-world market intelligence and customer insights, transforming them into actionable business development and marketing strategies.	2	1	-	-	-
Market Intelligence Webinar: Guest Spotlight Become a featured guest in one of our monthly webinars to showcase how your technology aligns with the market intelligence covered in the webinar. The audience is typically solution providers and manufacturers selling to the government.	1	-	-	-	-

Digital and Social Media Activities	Diamond	Platinum	Gold	Silver	Bronze
NEW! - Access E-Rate Resource Center for Education Our E-Rate Resource Center is dedicated to empowering educational vendors by providing essential information and support for navigating the E-Rate program. By leveraging our E-Rate Resource Center, educational vendors can effectively secure funding to improve connectivity and technology access, ultimately enhancing learning outcomes.	✓	✓	✓	✓	✓
State, Local, and Education (SLED) Fiscal Year-End Campaigns A multiple month aircover campaign targeting SLED reseller customers and end users that runs up to the fiscal year-end for most SLED organizations. <i>The vendor sponsor is responsible for providing product information. Vendor sponsor has the option to select their messaging for State and Local, Education, or both.</i>	1	1	-	-	-
Federal (FED) Fiscal Year-End Campaigns A multiple month aircover campaign targeting federal reseller customers, system integrators and end users that continues to the fiscal year-end for federal agencies. <i>The vendor sponsor is responsible for providing product information.</i>	1	1	-	-	-
Social Media Posting A social media posting that includes messaging on the TD SYNnex Public Sector social platforms (i.e., LinkedIn, Facebook, X). TD SYNnex Public Sector will develop social graphic content. <i>The vendor sponsor is responsible for providing creative input and call-to-action URL link.</i>	1	1	3	2	1
Monthly Reseller-Facing Multi-Vendor Newsletter An opportunity to be featured in one of our newsletters shared electronically with our partner communities throughout the year.	11 Months	11 Months	6 Months	3 Months	1 Month

Marketing Activity	Diamond	Platinum	Gold	Silver	Bronze
Subject Matter Expert (SME) Consultation Session Unlock your business potential with our Public Sector subject matter experts. Benefit from an exclusive coaching session tailored to your needs in federal government, state and local government, education, and healthcare. Let us help you refine your strategy and achieve your goals. <i>Vendors will select one vertical for their consultation session.</i>	-	-	1 Session	1 Session	-
Access to Public Sector All-Hands Meeting Have a five-minute virtual elevator pitch during the Public Sector All-Hands Meeting. This weekly meeting includes Public Sector business leaders and business development representatives.	-	-	✓	✓	-
NEW! – Expanded access to the Diversity Alliance Program (DAP) Our vast network comprises over 2,500 resellers, including small, minority-owned, women-owned, and veteran-owned businesses. This diverse base broadens our reach and enhances our ability to meet the varied needs of partners across different sectors.	✓	✓	✓	✓	✓
Access to Targeted Reseller Customers Gain direct access to principals, owners, and key decision-makers at the forefront of Public Sector solutions! Connect with the right individuals to effectively expand your product reach within our extensive network of 10,000+ resellers.	✓	✓	✓	✓	✓
Access to Contracts Team Training During this training, vendors will learn the value of using the TD SYNEX Public Sector Contract Portfolio and their positioning under these contracts. Over 95% of all procurements for public sector use a buying vehicle, and our contract portfolio can be utilized across all 50 states. Please d reseller customers eliminate the need to issue a competitive bid — saving time and effort. Vendors have access to our Contracts Hub. TD SYNEX Public Sector - Contracts Hub	✓	✓	✓	✓	✓
TOTAL PROGRAM INVESTMENT	\$356,000	\$252,000	\$171,000	\$90,000	\$50,000

Industry Events A La Carte	Booth and Reception	Reception	Booth
<u>WEST (Jan. 28-30, 2025)</u> WEST connects the industry professionals who design and build platforms, equipment and weapons with the designers of communications and technical systems. • Twelve booth sponsorships available (Includes branded kiosk, custom graphics, monitor, email and social campaign, on-site event support, lead scanner + leads) • Three conference passes per sponsor • Unlimited reception sponsorships • San Diego, CA	\$18,000	\$13,000	\$7,500
<u>TechNet Cyber (May 6-8, 2025)</u> AFCEA's TechNet Cyber serves as a center of gravity for a whole-of-government effort to bring together the policy, strategic architecture, operations and C2 — along with the joint capabilities needed — to meet the global security challenges and successfully operate in a digital environment. • Five booth sponsorships available (Includes branded kiosk, custom graphics, monitor, email and social campaign, on-site event support, lead scanner + leads) • Three conference passes per sponsor • Baltimore, Maryland	N/A	\$15,500	N/A
<u>EDUCAUSE Annual Conference (Oct. 27-30, 2025)</u> The EDUCAUSE Annual Conference connects the best thinkers in higher education technology. • Seven booth sponsorships available (Includes branded kiosk, custom graphics, monitor, email and social campaign, on-site event support, lead scanner + leads) • Three conference passes per sponsor • Nashville, TN	N/A	\$15,000	N/A
<u>DoDIIS (Date TBA)</u> DoDIIS is the premier information technology conference where distinguished speakers collaborate with trusted partners, and experience ground-breaking technical solutions to support the warfighter. • Five booth sponsorships available (Includes branded kiosk, custom graphics, monitor, email and social campaign, on-site event support, lead scanner + leads) • Three conference passes per sponsor • Unlimited reception sponsorships • Location: TBA	\$15,000	\$11,000	\$8,000

Business Unit Activity

NEW! - Subject Matter Expert and Business Development Representation at Industry Events

TD SYNnex Public Sector is committed to enabling the success of our partners in the public sector. We understand that staying at the forefront of industry trends and connecting with key stakeholders is crucial for growth. Our teams have actively participated in or sponsored a range of impactful industry events. These events provide valuable insights into the latest technologies, procurement processes, and policy updates shaping the public sector landscape.

Vertical

All Public Sector Verticals

All Public Sector Verticals

All Public Sector Verticals

Education

Education

Education

Education

Education

Federal

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Industry Event

Center for Digital Government (eRepublic) Beyond the Beltway

RSA - Public Sector Day

Vendor's Sales Kickoffs & Public Sector Summits

CITE (California IT in Education)

EDUCAUSE

Future of Education Technology Conference (FETC)

International Society for Technology in Education

TCEA (Texas Computer Education Association)

AFCEA Air Force IT Day

AFCEA Belvoir Industry Days

AFCEA Maritime IT Summit

AFCEA NOVA Day

AFCEA Space Force IT Day

AFCEA USMC IT Days

AFCEA West

Air Force IC Industry Symposium

Charleston Defense Association (CDCA) Summit

DAFITC (Department of the Air Force Information Technology and Cyberpower

Defense Healthcare Conference

Defense Leadership Forum

Defense Leadership Forums

DoDIIS (Department of Defense Intelligence Information Systems) Conference

FedCon (Federal Contractors) Conference

GEOINT

Homeland Security Critical Infrastructure Conference

Modern Day Marine

Naval IT Day

Navy Contracting Summit

Navy League Sea, Air and Space Events

NLIT (National Laboratories Information Technology) Summit - Dept of Energy

Vertical	Industry Event
Federal	OPM/GSA Industry Day
Federal	PAX River IT Days - Dept of Navy
Federal	Rocky Mountain Cyber Symposium
Federal	TechNet Cyber
Federal	TechNet Indo-Pac
Federal	TechNet Augusta
Healthcare	Beckers Healthcare IT Conference
Healthcare	CoSN (Consortium of School Nursing)
Healthcare	HIMSS
Public Safety	FBI Academy
Public Safety	FBI National Academy Alumni Association (FBINAA) Conference
State/Local Govt	APCO (Association of Public-safety Communication Officials)
State/Local Govt	Fire-Rescue International Conference by International Association of Fire Chiefs (IAFC)
State/Local Govt	IACP (International Association of Chiefs of Police)
State/Local Govt	International City/County Management Association (ICMA) Conference
State/Local Govt	ISC (International Security Conference) West by Security Industry Association
State/Local Govt	ITS (Intelligence Transportation Society) World Conference & Expo
State/Local Govt	IWCE (International Wireless Communications Expo)
State/Local Govt	NACO (National Association of Counties) Annual Conference
State/Local Govt	NASCIO (National Association of State Chief Information Officer) Annual Conference
State/Local Govt	NASPO (National Association of State Procurement Officials)
State/Local Govt	National Association of State Technology Directors (NASTI)
State/Local Govt	NIGP: The Institute for Public Procurement
State/Local Govt	Palmetto Cyber Summit
State/Local Govt	PWX Expo (American Public Works Association)
State/Local Govt	Smart Cities Connect Conference



Activating Sustainable Change

FY2023 Corporate Citizenship Report

Table of Contents

Introduction

A Message From Our CEO	03
A Company Who Cares	04
Putting Corporate Citizenship to Work	05
Our Corporate Citizenship Commitments	08

Environmental Sustainability

Sustainability Metrics and Reporting	10
Climate Mitigation and Greenhouse Gases	11
Sustainable Transportation and Logistics	15
The Circular Economy	16
A Culture of Sustainability	19
Education and Thought Leadership	22

Social Responsibility

Empowering People to Be at Their Best	24
Creating a Culture Where Everyone Feels Connected	27
Engaging Our Local Communities	30

Corporate Governance

Putting Servant Leadership Into Practice	36
Safeguarding Privacy and Data	38
Deepening Our Culture of Ethics and Compliance	39

Appendix

About This Report	44
Sustainability Data Summary	45
TCFD Index	48
SASB Index	56
UN SDGs	58



A Message From Our CEO

Activating Progress at TD SYNEX, and Beyond

TD SYNEX is all in as we capture opportunities to advance our corporate citizenship efforts.

It's exciting to reflect on FY2023, a year of growth and corporate citizenship progress for TD SYNEX amid rapid technological change. Our partners have been ramping up AI and cloud capabilities, making room for new growth services and navigating emerging regulations and trends. Additionally, we have seen increased desire for sustainable product solutions from our customers and their end users. As we've supported them, working together to solve these challenges and make the most of new opportunities, our essential function in the IT ecosystem has never been clearer.

Just as we value collaboration with our partners, we continue to leverage it internally to activate sustainable change. Guided by our Environmental, Social and Governance (ESG) framework, we engaged co-workers across business units and regions to further our environmental and social commitments throughout the past year. Already, we've achieved our goal of doubling co-workers' Business Resource Group (BRG) participation and received validation on our Science Based Targets to ultimately achieve net zero by 2045. It's gratifying to see our efforts result in external recognition, including a silver medal from EcoVadis and a Management (B-) rating from CDP.

As we reach these milestones, we're building capacity to activate broader ESG initiatives and maximize our positive impact. Our [Sustainability Summits](#) are an example of how we're deepening our teams' knowledge of ESG topics and encouraging them to keep raising the bar. We're also using our robust connections with IT channel partners to support mutual progress toward our environmental and social goals. By focusing on areas such as Circular Economy and Sustainable Logistics — our two towers of specialization at TD SYNEX — we can deliver widespread benefits while helping to lead long-lasting change.

Our co-workers are all in on these efforts. From the work of our global Green Teams and our community volunteers, they've demonstrated a passion for making a difference at TD SYNEX and far beyond. There's much more to do, but we've got the wind in our sails as we continue to pursue meaningful results. I'm feeling energized as I look toward the year ahead. Activation leads to increased velocity on our existing corporate citizenship initiatives and new insights into where we can go next.



Patrick Zammit, Chief Executive Officer, TD SYNEX

A Company Who Cares

To manage relentless change — in technology as well as society — TD SYNEX¹ invests in innovation, creative solutions and partnerships that enrich the way we live and work.

A Few Things to Know About Us

We empower

our global partners to achieve great outcomes with technology.

We're building

connections across the global IT ecosystem to unlock its potential for all.

We'll get there

by delivering compelling technology solutions to a dynamic global marketplace.

We're doing it together

with a team of approximately 23k+ co-workers and 150k+ trusted partners around the world.

Our shared values

of inclusion, collaboration, integrity and excellence help us remain aligned and true to who we are.



¹TD SYNEX is branded and trades as Tech Data and Tec D in the Asia Pacific Japan region. Both Tech Data and Tec D are TD SYNEX companies.

Awards and Recognitions

In 2023, we were proud to earn awards that recognize our culture, caring environment and sustainability efforts, including:

- FORTUNE World's Most Admired Companies 2023
- CDP Management (B-) rating
- Dell Technologies ESG Partner Spotlight—Q3 Recognized Partner
- Google Cloud Diversity, Equity and Inclusion Partner of the Year 2023—TD SYNEX Japan
- CRN Women & Diversity in Channel Awards 2023, Gender Parity Award—TD SYNEX UK&I
- CRN Inclusive Channel Leaders 2023
- National Road Transport Federation, Responsible Transport and Logistics label—TD SYNEX France
- Great Place to Work certified in the Czech Republic, France, Brazil, Poland, Portugal, Spain, Turkey, U.K., the U.S. and Vietnam
- EcoVadis Silver medal—TD SYNEX and EcoVadis Platinum medal—TD SYNEX France



Putting Corporate Citizenship to Work



Our robust ESG framework is designed to deliver long-term value for our stakeholders. As our business grows, this framework will help us ensure a strong focus on key areas in which we believe TD SYNEX and our industry partners can have the greatest impact.

Our initial materiality assessment revealed several ESG areas that are priorities for our business and stakeholders, including diversity, equity and inclusion; greenhouse gas (GHG) emissions; and privacy, data protection and cybersecurity, to name a few. These results have since been echoed in our enterprise risk management process, which reinforces the direction of our ESG framework.

This year, we focused on operationalizing our framework through program development while engaging our global co-workers to bring our commitments to life. In 2024, we will be conducting a double materiality assessment and will continue to align our corporate citizenship efforts as we move forward. Furthermore, we have refined our collection of data and process controls related to ESG topics to further enhance our programs, fulfill future reporting requirements and accelerate our efforts.

“We started this process by engaging our stakeholders and assessing where we could have the most impact through a materiality assessment. It was a deep dive into what was most important to our business, our co-workers, our partners and our industry. Our unique position at the center of the tech universe allows us to identify opportunities for innovation, sustainable practices and positive outcomes up and down the value chain.”

Patrick Zammit, Chief Executive Officer at TD SYNEX

Addressing the UN SDGs

As we head toward the 2030 Agenda for Sustainable Development, we recognize the increasing importance of taking action to help protect the planet, ensure a more prosperous and just future and improve communities' quality of life. Our corporate citizenship efforts are best aligned with the following United Nations Sustainable Development Goals (UN SDGs):

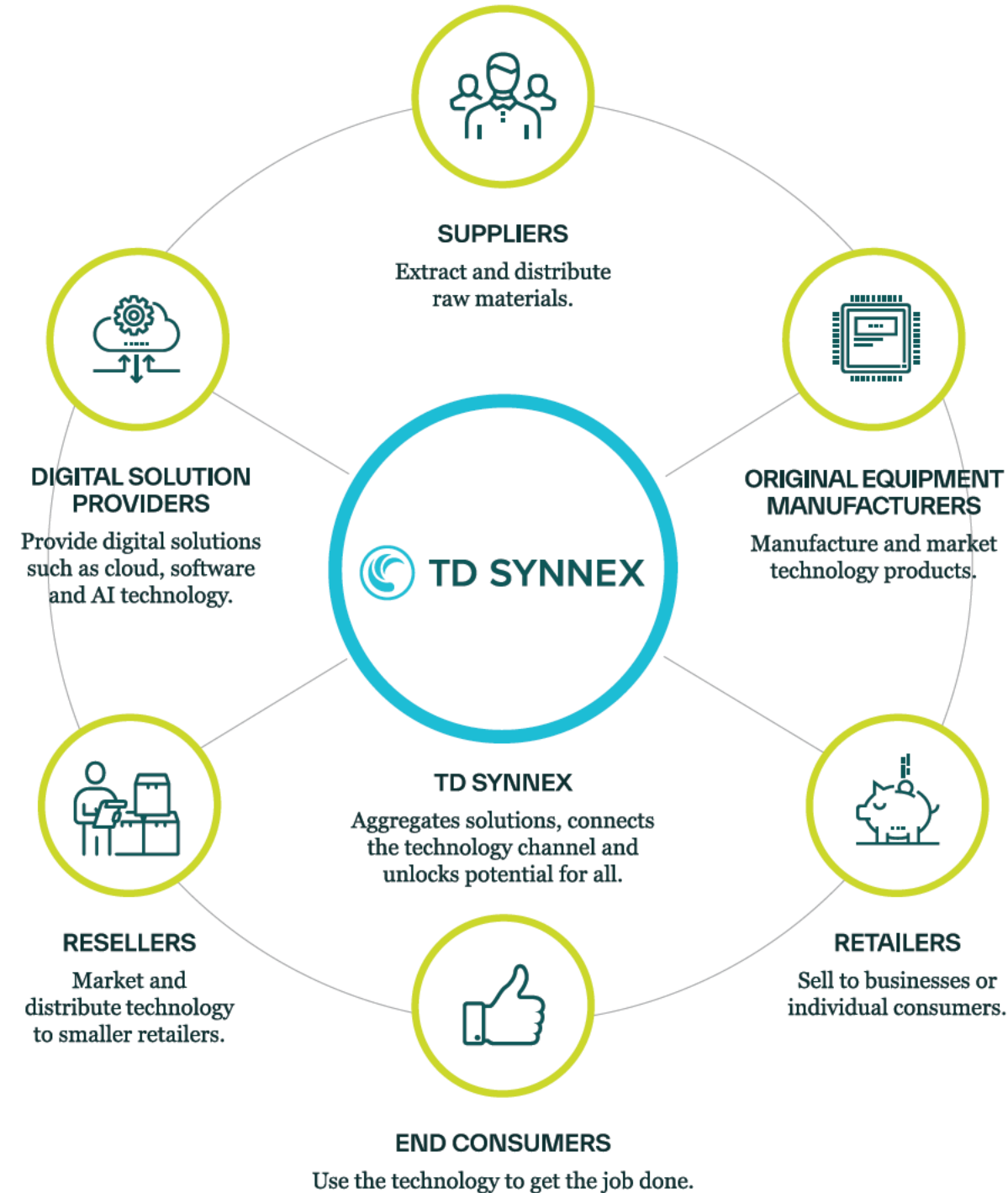


Transforming the Technology Ecosystem

The technology ecosystem is as complex as it is critical, requiring specialized expertise from across the landscape. TD SYNEX sits in the middle of it all, connecting more than 150,000 reseller customers with 2,500+ best-in-class technology vendors, ideally positioned to orchestrate and influence the future of sustainability industrywide.

In order to support innovation and solutions that enrich the way we live and work, TD SYNEX acts as a connector between manufacturers, suppliers, solutions providers and the rest of the market. We also support resellers and retailers that are further down the supply chain to scale their businesses and respond to rapid changes in the market.

The technology business partner ecosystem is alive with connections that inspire innovation, creative solutions and partnerships that enrich the way we live and work. The diverse partnerships we foster give us a unique perspective, which we leverage to deliver value ecosystem-wide. While our greatest impact potential is in providing product use and end-of-life solutions, we also seek to drive change by providing educational opportunities and industry insights.





“

Thanks to our vantage point at the heart of the IT channel ecosystem, we are uniquely well-positioned to help vendors, partners and end users accelerate their adoption of sustainable technology solutions and business practices. And we have a shared duty — along with our ecosystem partners — to do so. Whether it is engaging in the circular economy, aligning on common industry standards for the sustainability attributes of IT equipment, or enabling our customers to easily navigate to more sustainable products on our e-commerce platform, TD SYNEX is driving tangible action to embed sustainability in our industry. By working together as a united technology ecosystem, I believe we can truly make a positive impact.”

Jill Kermes, Corporate Vice President, Global Communications and Corporate Citizenship

Engaging Partners During Our Sustainability Roundtable

We aim to positively impact our partners’ ESG progress through sustainability workshops, conventions and other engagement touchpoints. For example, during our European Vendor Partner Summit in October 2023, we convened strategic vendors and customers at a sustainability roundtable held in Spain, which we will continue to host on an annual basis. We discussed the difficulties of calculating and sharing product sustainability attributes based on comparable methodologies, on top of the added challenge of making IT products and business models more circular. There was consensus that sustainability is gaining momentum in our industry, and major shifts are expected in the coming years that will drive further innovation and collaboration.

Leading the Conversation on Sustainability in the Industry

We participated in a forum hosted recently by our longtime technology market analyst partner, Canalys. Jill Kermes, our Corporate Vice President of Global Communications and Corporate Citizenship, joined panelists representing other channel partners including Dell Technologies, Lenovo, HP, Sycomp and UDT, to discuss how a holistic sustainability approach impacts every aspect of an organization. During the discussion, the panel shared how they are each attracting and retaining customers, recruiting top-notch employees and gaining investor support.

Direction of Technology Report Survey

TD SYNEX publishes industry research that provides insight for channel partners and serves as a compass to help our partners point their organizations in the right direction. The 2023 Direction of Technology survey findings show that channel partners are recognizing the rising importance of

ESG as a critical aspect of their own business in addition to a product that their end users and customers will need. The report found:

- A 125% increase in ESG importance since 2022
- A 37% additional increase in the importance of ESG expected by 2025
- 38% of respondents perform ESG through hybrid or outsourced partnerships
- 69% of channel players are now seeing ESG considerations influencing IT procurement
- 51% say they offer recycling or circular economy take-back schemes

[Learn more and download the full report here.](#)

Participating in the GTDC Summit

At the Global Technology Distribution Council Summit EMEA 2023, we joined a consortium of the world’s leading tech distributors to explore areas of opportunity for the IT industry and sustainability was an area of focus. We highlighted TD SYNEX’s carbon-reduction efforts, including initiatives related to green energy and logistics, building a circular economy and product sustainability. The event reflects our commitment to contribute our experience to the growing body of knowledge around sustainability and its critical importance to the IT industry’s future. In addition, we are participating in a project with GTDC and other technology focused companies and organizations on product sustainability attributes. The project’s goal is to drive standardization, enhance data availability and transparency, and as a result provide opportunities for the industry to make their combined value chains more sustainable.

Our Corporate Citizenship Commitments



Environmental Commitments

Our goal is to help build a healthier planet and develop a more sustainable approach to doing good business. To do this, we are committed to setting emissions-reduction targets in our own operations, increasing our sustainability initiatives and supporting our customers and vendors to reduce the impact of technology products. Our environmental commitments include:

Science Based Targets Initiative (SBTi)

Following validation from SBTi, we are proud to commit and work toward achieving the following science based targets:

By 2028:

- 90% of our suppliers by spend covering purchased goods and services will have science-based targets.
- 58% of our customers by revenue covering use of sold products will have science-based targets.

By 2030:

- Reduce absolute Scope 1 & 2 GHG emissions by 42%.²

By 2045:

- Reach net-zero GHG emissions across the value chain.³

Additional Goals:

- Embed circular economy principles into our product life-cycle management strategy and partner with stakeholders to minimize waste through repairs, refurbishment and recycling.
- Further deploy Environmental Management Systems such as the International Organization for Standardization (ISO) 14001.⁴

[Learn more about our progress on environmental commitments.](#)

Social Commitments

Our commitment to our co-workers and our communities is essential to our success. To support them, we are dedicated to increasing co-worker engagement, expanding representation in our workforce and partner ecosystem and empowering underserved communities by helping to bridge the digital divide. Our social goals include:

By 2025:

- Increase representation of underrepresented groups in our workforce.
- Double co-worker participation in our BRGs.

By 2030:

- Increase representation of those who identify as women to 50% of our workforce and 40% of our people leaders.

Additional goals:

- Increase the diversity of our partner ecosystem.
- Help bridge the digital divide by providing devices, digital skills training, internet connectivity and technical support to underserved communities and leverage partnerships with similarly focused nonprofits, such as Human I-T, to digitally equip approximately 20,000 households — touching the lives of 60,000 people.

[Learn more about our progress on social commitments.](#)

² Reduction is based on a 2022 base year.

³ Our SBTi Net Zero target excludes the usage of refrigerant, other fuels and purchased heating from the target boundary due to their minimal presence across our various facilities.

⁴ ISO 14001 refers to the set of standards put forward by the International Organization for Standardization focused on environmental management systems.

Environmental Sustainability

TD SYNEX is a solutions company driven to deliver transformative results. Through our Corporate Citizenship program, we're applying that strength to unlock progress toward key environmental goals. We're committed to expanding the circular economy, sharing our sustainability insights and achieving net-zero GHGs in our global operations by 2045. By engaging our global co-workers and channel partners, we aspire to advance environmental sustainability — not only at TD SYNEX but industrywide.



Activating Our Strategy in FY2023

Submitted our near- and long-term emissions-reduction targets to the SBTi and targets were validated in May 2024

Hosted Sustainability Summits for co-workers in two regions: Latin America and the Caribbean (LAC), and Asia Pacific and Japan (APJ)

Grew the number and reach of our co-worker-led Green Teams to include nearly 40 teams that are engaging our global sites

Expanded sustainability-focused training and education with a third module on Carbon

Activated our two towers of specialization: Sustainable Logistics and Circular Economy



Sustainability Metrics and Reporting

By measuring our performance, we can identify where we’re making environmental progress and how we can continue to improve. This also equips us with insights that we can share with co-workers, customers, partners, shareholders, regulators and other stakeholders.

As we continue to deepen our sustainability efforts, we strive to be accountable and transparent each step of the way. The stories and data shared throughout this report reflect that commitment.

We are proud to mark our second year of corporate citizenship reporting. To build on this progress, and our commitment to continuous improvement, we are constantly evaluating ways to strengthen our internal process controls for data. Since our last report, our sustainability team collaborated closely with our Internal Audit and Legal teams to enhance sustainability data controls to ensure we keep pace with the evolving regulatory landscape.

Out of these collaborations, we implemented several measures to improve our data collection and reporting processes. First, we have enhanced our administrative reporting procedure per our Internal Audit recommendations, incorporating heightened data checks and process controls. Second, we have shifted to a new carbon accounting tool with more robust process controls and quality checks. And third, we have developed and implemented a Chain of Custody process for stakeholder reporting, providing greater accountability and

traceability of our data. We are continually focused on improving our data collection process and controls and will explore additional measures in the future such as external assurance.

We’re motivated by the recognition we’ve received for our sustainability performance in 2023, including earning a silver medal from EcoVadis. We also submitted our Climate Change performance to CDP for the second time, earning a Management (B-) score. These two year-over-year improvements reflect the expansion and enhancement of our Corporate Citizenship program over the last year.

Environmental Commitment	Actions and Progress
Further deploy Environmental Management Systems such as the ISO 14001	Maintained ISO 14001 at close to 50% of TD SYNEX real estate footprint

Achieving Sustainability Certifications at Our Sites

We align our operations with the leading standards for sustainability, safety, efficiency and quality management, including certification through International Organization for Standardization (ISO) 9001⁵ and ISO 14001.

Sixteen of our locations are also certified with sustainable building standards, such as Energy Star, Leadership in Energy and Environmental Design (LEED), Building Research Establishment Environmental Assessment Methodology (BREEAM) and Energy Performance Certificate (EPC) certifications.

We are continuing to assess additional sites to expand our ISO and sustainable building footprint.

Certification Highlights:

- 80% of our real estate footprint is certified by ISO 14001, ISO 9001 or both.
- More than 10% of our real estate footprint have been certified to be a sustainable building.

⁵ ISO 9001 refers to the set of standards put forward by the International Organization for Standardization focused on quality management related to performance and meeting customer expectations.

Climate Mitigation and Greenhouse Gases

The challenges of climate change impact all of us, and we all must step up to drive positive change. At TD SYNEX, we've set a goal to achieve net-zero GHG emissions in our global operations by 2045.

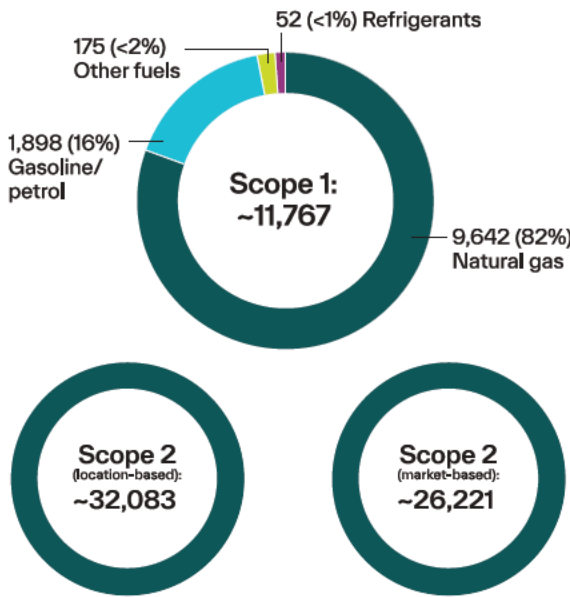
Our roadmap toward progress covers areas from facilities and energy to transportation and logistics. We're also working with our customers, vendors and other partners to mitigate our supply chain emissions and promote sustainable products.

In FY2023, we submitted our near- and long-term targets to SBTi. In May 2024, we received validation for our targets, which we have included in this report. This milestone affirms that our decarbonization plan is ambitious and informed by leading science.

Addressing Scope 1 and 2 Emissions

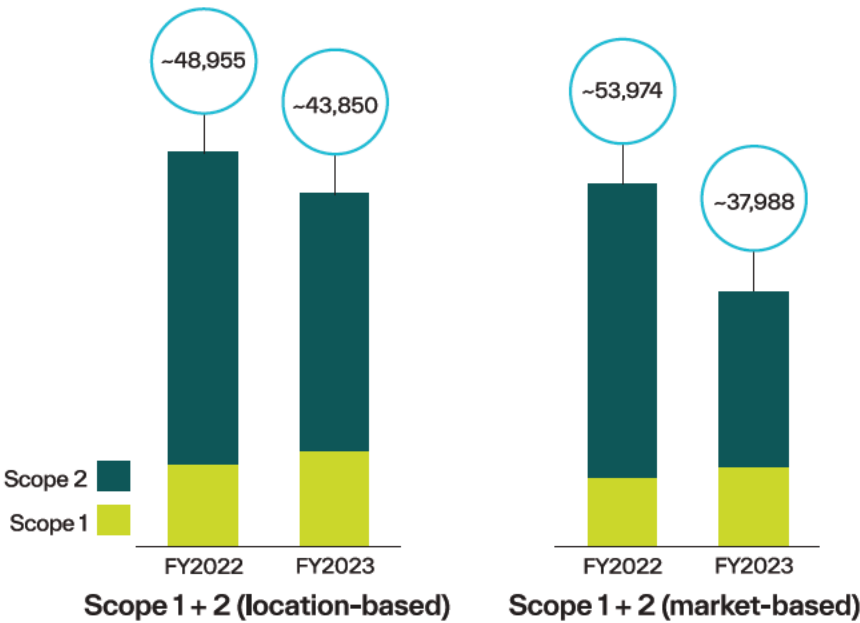
- In FY2023, we achieved a combined Scope 1 & 2 emissions reduction of approximately 30% over FY2022, primarily by transitioning several of our facilities to renewable energy.
- Our Scope 1 (direct) emissions derive from the natural gas we burn for heating, plus other fuels and refrigerants. We have started exploring decarbonization assessments for alternative heating and fuel options.
- Our Scope 2 (indirect) emissions mostly come from the generation of electricity we consume in our facilities. We are addressing this scope by reducing our energy consumption and expanding our renewable energy procurement, which is detailed on [page 14](#). Currently, self-generated energy from solar installations at our facilities and purchased renewable energy now account for approximately 31% of our electricity use.

FY2023 Scope 1 and 2 Emissions (metric tons of CO₂e)⁷



Environmental Commitment	Actions and Progress
Reach net-zero GHG emissions across the value chain by 2045 ⁶	We achieved a reduction of approximately 30% in our Scope 1 and 2 emissions from FY2022.

GHG Emissions Trend (metric tons of CO₂e)⁷



⁶ Our SBTi Net Zero target excludes the usage of refrigerant, other fuels and purchased heating from the target boundary due to their minimal presence across our various facilities.

⁷ Please refer to [page 45](#) for GHG Inventory disclaimer.

Addressing Scope 3 Emissions

What they are: The majority of our carbon footprint is comprised of emissions from our value chain and also transportation-related activities.

How they're generated: They result primarily from the production and use of the goods and services we distribute, and through the transportation and use of products we bring to market.

The challenge: Because these emissions occur from sources beyond our direct control, they're more difficult to calculate and reduce.

How we're addressing them: We're promoting circular economy principles, green transportation, sustainable marketing, events and products, and best practice sharing, tools and education for our partners.

Here are some examples of how we took action in FY2023:

⁸ PWC, [The US electric vehicle charging market could grow nearly tenfold by 2030: How will we get there?](#)



Moving Toward Sustainable Marketing

In Ireland and the U.K., our teams are raising the bar on environmentally conscious marketing. When selecting venues for events, they assess the site's policies with a focus on avoiding single-use plastics, encouraging recycling, offering plant-based food options and minimizing food waste. They also seek locations with electric vehicle (EV) charging infrastructure and accessibility to public transportation. With rare exceptions, they avoid hosting overnight stays. The team developed a carbon calculator to determine the approximate impact of various marketing activities, which serves to influence future strategy and choice of event size. They've also partnered with Treedom to purchase and plant trees based on the number of attendees at each event, planting 330 trees since the beginning of the initiative through FY2023. Moving forward, they're looking to integrate these practices into training for our Marketing co-workers while expanding the initiative across Europe, and in the U.S.



Promoting Sustainable Products and Solutions

Our team in France is working to reduce emissions that occur from product use. In FY2023, they began to identify sustainable product attributes for items such as laptops, smartphones and monitors. They considered factors such as whether the components, materials or packaging in an item were recycled, recyclable or biodegradable, and whether the item included industry-recognized energy labels or certifications. The team then created a "Green IT" filter for our e-commerce platform that empowers partners to make sustainable procurement decisions. Another partner focused initiative, started in the U.S. by our PowerSolv team, addresses the demand for zero emission transportation by developing advanced end-to-end charging solutions and consultation for our partners. The number of EVs in the U.S. is estimated to hit 27 million by 2030 and 92 million by 2040.⁸ Looking ahead, these teams are focused on refining these initiatives and expanding them to other countries to maximize the benefits for our partnerships worldwide.



Curbing Emissions From Travel

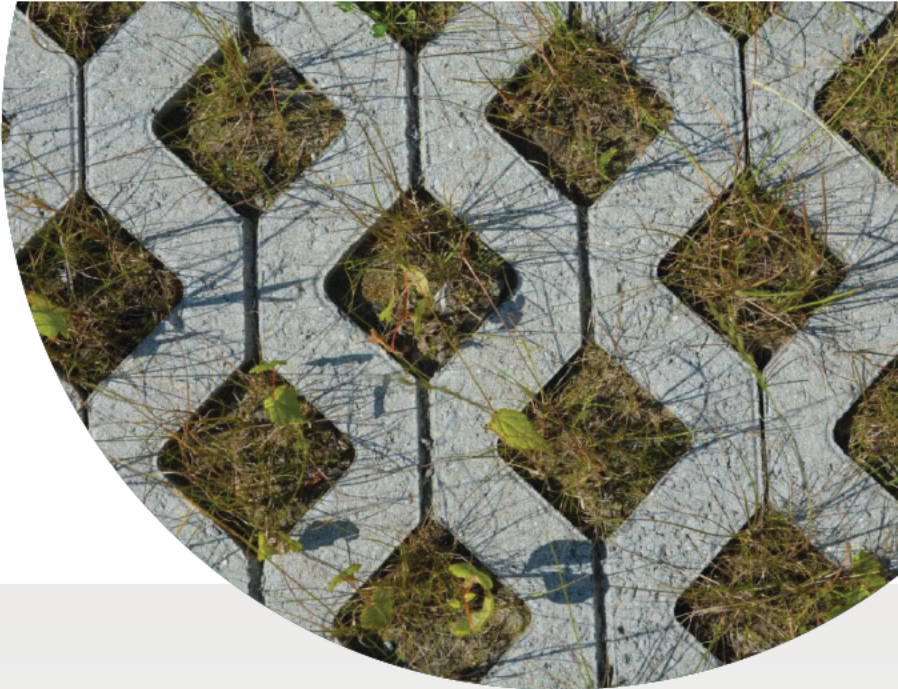
In many regions, our company embraces a hybrid work schedule, recognizing the social benefits of workplace flexibility and the environmental gains from reducing commuting emissions. In Europe, we've shifted our company car policy toward hybrids and EVs, encouraging environmentally conscious work-related travel. These vehicles constitute over 20% of the region's fleet and over 40 locations now have access to chargers across our global footprint. Some European regions offer also incentives for co-workers to purchase or lease EVs and e-Bikes. Additionally in the region, we partner with Climate Partner to offset CO₂ travel emissions through certified projects that have a positive and direct impact on communities. In 2023, this resulted in the offset of approximately 2,306 tCO₂e through two high-quality, verified projects: the construction and operation of Mauritius' first large-scale solar plant (Verified Carbon Standard, VCS), and various photovoltaic plants in five different states of India (Gold Standard, GS VER).



Reducing the Impact of Our Operations

Our physical footprint includes both owned and leased locations, so we look for opportunities to upgrade our facilities with sustainable attributes as our contracts and local infrastructure allow. When a lease ends, we use the opportunity to move into a more modern, sustainable facility. In FY2023, we developed sustainable criteria for our global Real Estate team to evaluate new location opportunities. Among other factors, the list includes access to renewable

electricity and fuel; the use of sustainable materials and resources; water and waste efficiency; sustainable building certifications; and access to public transportation. These criteria guidelines have already been included in recent Requests for Proposal (RFPs) to potential landlords and will be further implemented throughout FY2024. We also invest in refurbishing our existing locations and adding new features such as solar panels and EV infrastructure to make our warehouses and logistics centers as sustainable as possible.



Lightening Our Operational Impact in FY2023

Solving for Heating and Cooling Needs at a California Warehouse

When one of our warehouses in Tracy, California, required additional heating, we sought a more sustainable solution than traditional ceiling mounted heaters. We worked with the building owner to install active dampers in the wall louvers, which provide full-building ventilation. We also reprogrammed air handlers in the roof so that during the winter we could prevent cold air from circulating at night, and during the summer we could prevent warm air from entering the building. This initiative is expected to avoid over 100 metric tons of CO₂e emissions annually.

Reducing Paper in Our Iberia and Italian Offices

A pilot program is helping reduce the operational use of paper in our Iberia and Italy regions. Where possible, we have gone paper-free, communicating via alternate communication methods. We also understand that certain customers still require physical paperwork for their internal processes, so we have developed shortened versions of particular documents. We are printing fewer pages per month, but still delivering the necessary paperwork. Overall, we estimate we have saved around 1.7 tons of paper as a result of our focus this year.

Green Commuting in Germany Through Discounted Bike Benefit

We know that one of the best ways to commute to work — both for our co-workers and for the environment — is by bicycle. In Germany, our co-workers now are eligible to purchase a bike, including e-bikes, directly through the manufacturer at discounted rates. Access to a wide range of additional services, like access to trained consultants, if you have questions about your bike, full coverage, including theft compensation and mobility guarantee in case of damage, access to the Green Bicycle Club App, and more ensure that co-workers get the most out of their experience.

Sustainable Warehouse and Office Design in Aalst, Belgium

We recently renovated our 5th largest European facility in Aalst, Belgium, focusing on enhancing resource efficiency. Measures include optimizing heating and cooling systems, improving insulation, upgrading to energy-efficient LED lighting and maximizing natural lighting. On-site solar panels currently power 20% of our energy consumption, with plans to expand. We installed faucet sensors and outdoor water permeable tiles that filter and recirculate rainwater back into operations, reducing water consumption by almost half. We also introduced a bike shed and electric vehicle charging stations for co-workers. Future plans include automating warehouse processes and consolidating loads to reduce emissions.

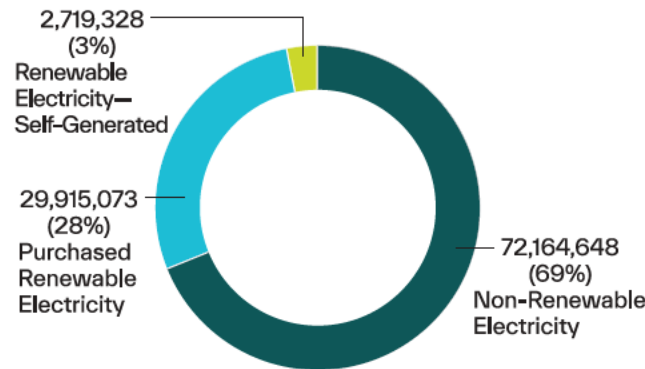
Investing in Renewable Energy Sources

The shift to a clean, reliable alternative to fossil fuel is imperative to achieve emissions and global net zero targets. At TD SYNEX, the accomplishment of our net-zero by 2045 goal is dependent on a transition of our energy to renewable sources. Last year, we published our inaugural corporate citizenship report, and within a short timeframe we have already realized significant results as part of our commitment to reducing GHG emissions. TD SYNEX has increased our electricity derived from renewable energy sources to approximately 31%.

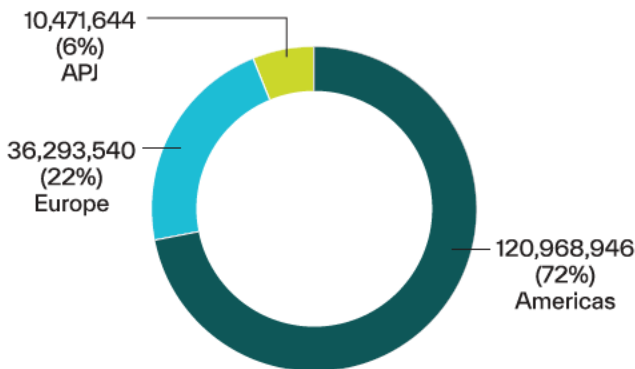
Our wholly owned subsidiary, Hyve Solutions, transitioned its three largest manufacturing sites to 100% renewable electricity. In addition, many of our facilities in Spain, Italy, the United Kingdom, France and the Czech Republic have shifted to certified renewable-sourced electricity.

TD SYNEX has procured renewable energy through self-generating solar and bundled Renewable Energy Certificates (RECs) or Guarantees of Origin (GOs) with the electricity consumed from the grid. In the locations where RECs or GOs are not available the company has obtained the equivalent documentation to support our claims. We are looking to continue to expand our renewable energy procurement across our global operations, driving further operational efficiencies and cost savings.

Global Renewable Electricity vs. Non-Renewable Electricity (kWh)⁹



Global Energy Use by Region (kWh)⁹



Leading the Renewable Revolution in the U.K.

In January 2023, our team in Basingstoke, U.K., completed the move to a new EPC- and BREEAM-rated office that boasts full LED lighting and light sensors, EV charging stations and solar panels on the roof. We also installed EV charging stations at our offices in Maplewood and Warrington and shifted to renewable energy at Magna Park. With our Basingstoke, Magna Park and Warrington sites all using renewable energy from the grid, 100% of our U.K. energy consumption is now sourced from renewable sources.

Setting the Stage for Long-Term Wins in the U.S.

We're currently working on a large-scale solar installation at our facility in Swedesboro, New Jersey, that we plan to complete in FY2024. This facility is our 7th largest site in the U.S. and the 10th largest globally, making this solar installation particularly impactful.

⁹ Please refer to [page 45](#) for energy and electricity use disclaimer.

Sustainable Transportation and Logistics

Driving Logistics Progress in France

In October 2023, TD SYNEX France was awarded a Premium Transportation and Logistics label from the country's National Road Transportation Federation. TD SYNEX was the only company with more than 250 employees to achieve the premium label, which it received during an awards ceremony held by the Ministry of Ecological Transition.

“
This award confirms our leadership position and will strengthen the loyalty of our customers who are increasingly focused on green supply chain issues.”

Li Yang, Transportation Manager at TD SYNEX France

¹⁰ MIT Climate Portal, Freight Transportation.

Zeroing in on Transportation and Logistics

Freight transportation plays a critical role — not only in our business and industry but in the global economy. Freight-based carbon emissions account for about 8% of global GHG emissions and experts predict that these emissions may double by 2050.¹⁰ If we want to make meaningful climate progress, this is an essential issue to address. TD SYNEX has identified Sustainable Logistics as one of two towers of specialization — areas where we're uniquely positioned to advance sustainable change (the other being the Circular Economy). We're currently focused on improving our collection of transportation data, with an emphasis on calculating the company's transportation-based emissions. This will allow us to better understand where to focus our decarbonization strategy.

To reduce our transportation-based emissions, we introduced a load optimization project for our shipments and lowered our material usage — and, as a result, our costs — associated with repack boxes. We are engaging and collaborating with our logistics providers to explore more sustainable methods of distribution such as load and modal optimization.

Reducing Emissions by Consolidating Shipments for Our Customers

One of the ways we execute load optimization is through consolidation, which increases the load factor of vehicles, subsequently reducing per parcel emissions. We used this approach for a major customer, strategically consolidating delivery from our regional warehouses to two of the customer's locations. This resulted in more than 10,000 tons of shipments being shifted into the cleaner truckload (TL) method. We estimate that more than 1,500 metric tons of CO₂e have been avoided in the first year of the program. Other benefits have included cost savings, greater customer satisfaction due to fewer shipping losses, increased security and less damage due to decreased handling.

Calculating Our Transportation-Based Emissions

In Europe, we used the distance-based method to automate our calculations of GHG emissions per shipment. In this method, the distance is multiplied by the mass of goods being transported and relevant emission factors provided by U.K. Department of Environment, Food and Rural Affairs (DEFRA). We based our distance-per-shipment calculation on each shipment's origin and destination using Google Cloud API. The results are accessible through Microsoft Power BI, an interactive data visualization platform. We plan to expand them to include inbound and intra-company transportation before rolling out similar calculations to the rest of our regions.

Logistics Partnerships Help Decrease Emissions

This year, Belgium and the Netherlands worked to increase green transportation by engaging with vendors, carriers and customers. For example, we participated in a project organized by one of our main carriers to decrease their footprint impact by 400 tons of CO₂ emissions. We also aim to increase the efficiency of shipments by maximizing orders with the customers and consolidating them.

The Circular Economy

Many of us spend our days interacting with an array of digital devices. We move through the world toting smartphones, laptops, tablets and smartwatches — plus all the associated cords. But what happens when our devices stop functioning, or when we upgrade to something new?

Typically, they wind up contributing to global electronic waste (e-waste), of which the ITU, a specialized agency of the United Nations, reported that in 2022 a record ~62 million metric tons of e-waste was generated globally.¹¹

Globally, less than one-fifth of e-waste is properly collected and recycled. But over the past 20 years, companies have enhanced ways to meet customer needs while reducing enterprise waste. That has led vendors, distributors and

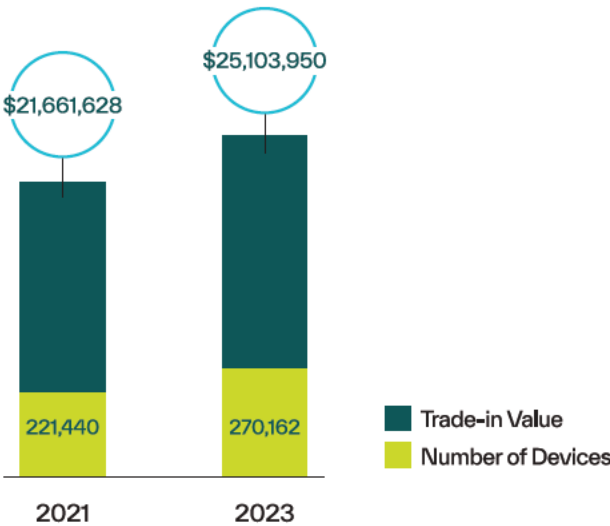
customers throughout the IT channel to begin adopting a circular economy mindset. In this model, products remain in circulation by being reused, repaired, remanufactured or recycled. It's a closed-loop framework that challenges the standard, linear product life cycle, in which raw resources become products that consumers eventually discard as waste.

At TD SYNnex, the circular economy is one of our two towers of specialization. As the world's largest IT distributor, we leverage relationships with thousands of vendors and customers to intervene in linear systems of e-waste management in favor of circular models. Three of our businesses — [PCW](#), [Shyft Global Services](#) and [TD SYNnex Renew](#) — provide customers with life-cycle management services including redistribution, refurbishment, recycling and more.

In FY2023, we continued to expand these services while engaging customers and end-users on their various benefits. We saw increased participation in our Circular Economy Badge training program. Our TD SYNnex Renew device trade-in program also saw a ~22% increase in volume of devices and ~16% increase in trade-in value for our partners since FY2021. With the market for second-hand smartphones alone forecasted for a compound annual growth rate of 8.8% through 2027, these services are a promising pathway for both environmental progress and market growth.¹²

Environmental Commitment	Actions and Progress
Embed circular economy principles into our product life-cycle management strategy and partner with stakeholders to minimize waste through repairs, refurbishment and recycling	Continued to embed and promote circular economy principles by expanding our IT Asset Disposition services and partnering on renew and refurbishment programs with our partners

TD SYNnex Renew Device Trade-In Program Growth



¹¹ UNITAR Global E-waste Monitor, [GEM 2024 - E-Waste Monitor \(ewastemonitor.info\)](#).
¹² IDC, [Worldwide Market for Used Smartphones Is Forecast to Surpass 430 Million Units with a Market Value of \\$109.7 Billion in 2027, According to IDC](#).

How We Bolstered the Circular Economy in FY2023



Partnering with tech’s top brands to expand renew, refurbishment and trade-in services

PCW is the largest wholesale distributor of new excess, end-of-life and factory-recertified IT products in the U.S. The division recently launched a product renew program with Google and Xbox and began selling Microsoft Authorized Refurbished products. PCW also manages the new TD SYNEX Apple trade-in program, which will enable us to further reduce the number of devices in landfills.



Maximizing the lifespan of medical devices and avoiding waste

Shyft Global Services provides end-to-end product and customer life-cycle management services. They’ve recently been working with medical device customers to establish programs that enable decommissioned products to be sent to Shyft for testing and possible refurbishment and reuse. Shyft already has four products in its consumable to repairable offerings, which have prevented thousands of units from being recycled or scrapped. Additionally, all of Shyft’s primary facilities are ISO 13485¹³ certified to help ensure that medical devices are safe and used for their intended purpose.



Diverting more mobile devices from landfills across Europe

In our European region, we developed a graduated channel for mobile devices that will enable TD SYNEX to give even more mobile phones a second life in FY2024. We have developed a robust trade-in platform that can be connected with our partners’ portals to streamline the quotation and delivery of used handsets.

¹³ ISO 13485 refers to the set of standards put forward by the International Organization for Standardization specifying requirements for the medical device industry’s quality management system.

Our Positive Impact by the Numbers

~\$81M

Value of manufacturer-renewed products redistributed by PCW

~523

Metric tons of repaired products returned to service via Shyft Global

~25

Metric tons of ferrous material preserved through TD SYNEX Renew – with 70 pounds of rare material diverted from e-waste disposal

Our Ongoing Impact with Human-I-T:

Human-I-T is a nonprofit organization that provides devices, internet access, digital skills training and tech support to local communities while empowering organizations to do good by diverting technology from landfills. For additional details on our partnership with Human-I-T, see [page 31](#) of this report.

1K+

Pounds of toxic metals diverted from landfills

\$202K+

Donated since 2020

119K+

Computing devices refurbished and distributed to deserving communities

51K+

Pounds of technology diverted from the waste stream

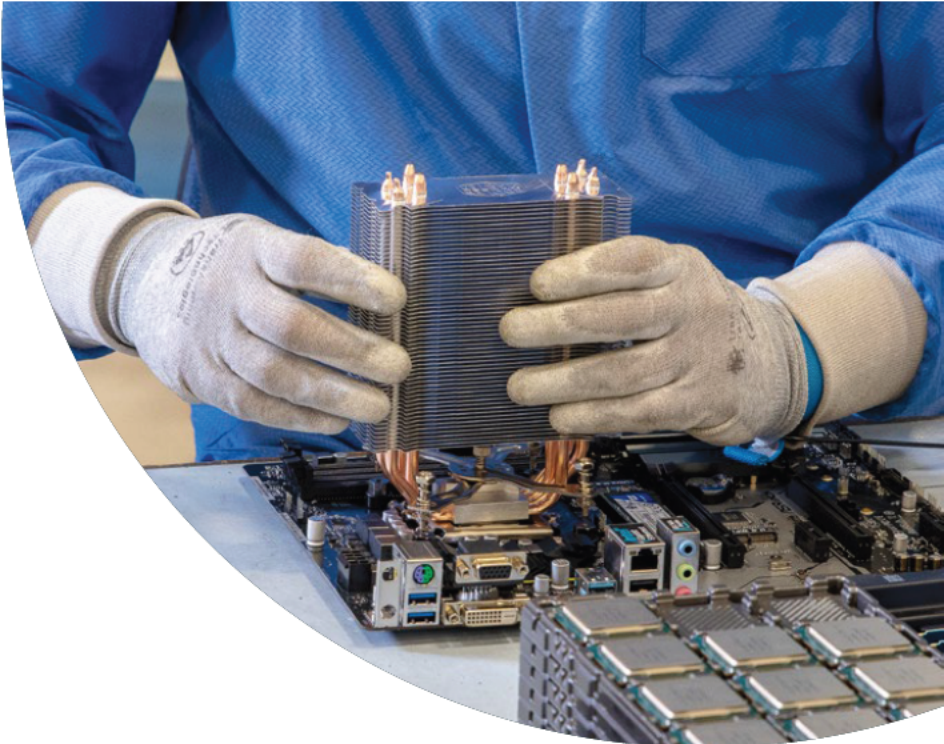


Responsibly Managing Materials and Waste

Our commitment to environmental stewardship not only guides us to reduce waste and material usage but also to ensure our products and waste-handling processes are safe. Our goal is to see that:

- The products we bring to market are properly labeled with applicable safety warnings and handling instructions to protect both users and the environment.
- Our vendors’ products are compliant, which includes responsibly using raw materials and chemicals and reducing hazardous substances in materials, products and packaging.
- Any waste we collect related to our vendors’ products, batteries and packaging is recycled and properly disposed of.

Additionally, in FY2023, our teams ensured our compliance with emerging regulations surrounding the takeback of e-waste, batteries and packaging in Europe. We also collected product information from our vendors to properly register materials of high concern, in line with emerging Surgical Care Improvement Project (SCIP) regulations. This supports the safety of the environment and those working at recycling facilities. Our strategy is to continue expanding these efforts in other regions so we can continue to drive compliance and improvements.



Modeling a Waste-Smart Mindset at Shyft Global Services

Our business, Shyft Global Services, specializes in technology life-cycle management, so it’s no surprise Shyft’s teams are committed to reducing operational waste. In 2023, they recycled nearly 400 metric tons of cardboard across their sites. In addition, their Groveport, Ohio, facility implemented new initiatives to reduce its electricity and emissions while creating more capacity for repair programs that extend product life and reduce waste.

Reducing Waste in Our BENELUX Region

In the offices and warehouse in Belgium, we have reduced the waste by 31% through initiatives such as better sorting and recycling, and including recycling on contract negotiations with vendors that govern the process for scrapping and recycling returns at our locations.

A Culture of Sustainability

We believe in the power of every co-worker at TD SYNEX to lead positive change. We're invested in building a culture that fosters a sustainability mindset, which co-workers can apply in their day-to-day roles.

Our Sustainability Working Group is a team composed of co-workers from many different functional areas, including Sustainability, Procurement, Operations, Legal and Sales. The group meets monthly to collaborate, share success stories and updates, and communicate goals affiliated with sustainability initiatives.

In addition to the Sustainability Working Group, our global network of Green Teams empower co-workers to organize sustainability initiatives across our sites. In FY2023, we expanded this network to include nearly 40 teams that led projects from beach cleanups to recycling campaigns and beyond.

During the year, we held two sustainability summits for co-workers in our LAC and APJ regions. The summits focused on building capacity to raise the bar on sustainability and included a discussion of the evolving regulatory landscape, competitive benchmarking and region-specific trends. They also included workshops on three key topics: data collection for reporting; energy conservation and renewable energy transition; and sustainable transportation and logistics. We see the summits as a way to build momentum in key regions and aim to scale our efforts over time.

Additionally, our wholly owned subsidiary, Hyve Solutions, holds monthly "Hyve Environmental Initiative meetings," which involve timely presentations and co-worker discussions of Environmental Sustainability topics; such as energy use and conservation, carbon footprint analysis, and waste minimization and recycling.



Expanding Our Impact Across Regions

Year after year, our teams inspire us with their passion for caring for their communities and the planet. Here’s how they rallied together to make a positive impact in FY2023.

Our LAC region launched a program focused on environmental stewardship and community support. In its first year, the program hosted multiple activities, with participation from more than 90 co-workers throughout Argentina, Chile, Colombia, Ecuador and Peru. The activities included tree planting — which was a focus in FY2023 — as well as opportunities to help improve local food security and community health.

In Barcelona, Spain, TD SYNEX gathered multi-functional co-worker teams for a week of hackathon events where collaboration, problem solving and rapid innovation help the team tackle real-world problems. Four out of five proposals are being implemented. The winning proposal was for a tool to manage and mitigate the impact of price changes across departments. As of early 2024, one of the proposals, a carbon emissions tool integrated on the Microsoft Power BI platform, is being used to share carbon emissions reports with our customers, as explained on [page 15](#).

In our quest to lower GHG emissions, opportunities for energy savings are as good as gold. In Europe, we led our teams on energy treasure hunts to identify each site’s energy baseline and opportunities for improvement. They compiled the top opportunities into a report on EU findings and coordinated follow-up meetings to develop implementation plans. Through initiatives such as optimizing sites’ room temperature settings and reducing electricity used for plug-in devices, our pirate crews successfully achieved their goal of reducing energy consumption in our European operations by 15%.

Our Costa Rica-based Green Team engaged co-workers throughout Caribbean and Central America (CCA) in several volunteer opportunities and educational sessions. In April, they held a virtual Waste Management meeting to discuss best practices related to waste collection, separation and disposal, and they hosted a beach cleanup at Playa Guacalillo in July. Meanwhile, our teams in Mexico, one of the most populated countries in the world, focused on properly sorting and, whenever possible, recycling various forms of office waste.

Our teams in India installed water-saving devices in their Mumbai and Delhi offices that will save approximately 292,500 liters of water each year. They also recycled nearly 3,700 pounds of paper to save the equivalent of approximately 30 trees.

Our Green Team in Brazil had a busy year focused on action and education.

They launched a Seeds of Knowledge communications series with environmental tips for co-workers and hosted an upcycling workshop to transform egg cartons into necklaces for women undergoing cancer treatments. They also hosted a “plogging” event, collecting and recycling sidewalk litter and recycled caps from plastic bottles to raise money for animals via a local non-governmental organization.

Following the APJ Sustainability Summit, regional Green Teams examined 19 local offices and warehouses to identify areas where energy conservation measures could reduce operational carbon emissions. Together with co-workers on the ground, they implemented a range of initiatives including a trial project to power off demo servers on the weekends in Singapore and office surveys to identify and address heating- and cooling-based energy loss. They also optimized light usage and conducted awareness sessions to encourage co-workers to be more conscious of the resources they use.



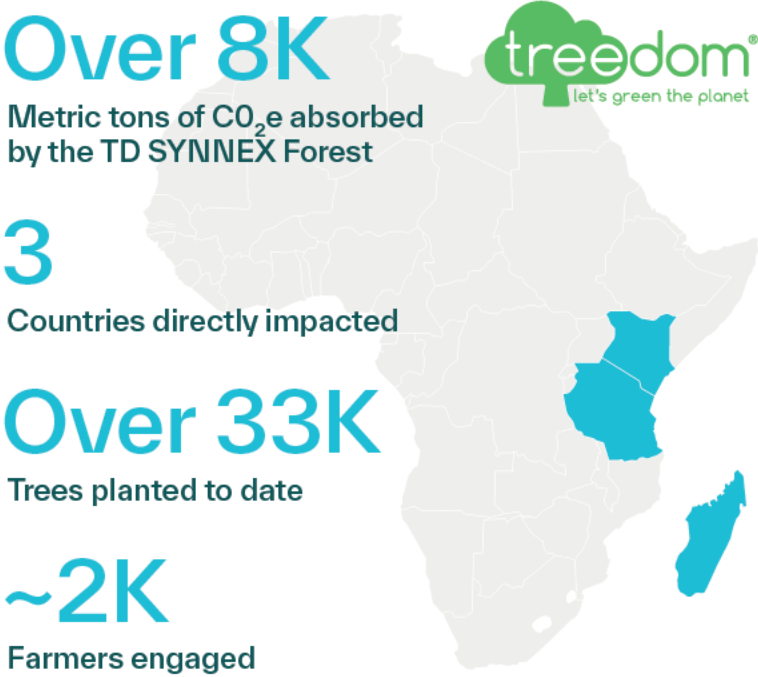
Biodiversity

As a company that relies on earth's natural resources and minerals to create the products that power the technology ecosystem, we value and work to protect those resources through multiple initiatives. The stakes could not be greater; with strong biodiversity comes the potential for discoveries that could improve life for all, including supporting medical advancement, an abundant food supply and even responding to climate change.¹⁴

We also believe in taking action to support biodiversity. This year, TD SYNEX engaged co-workers in our first-ever Earth Month, hosting a variety of activities such as fireside chats with our partners Treedom and Human-I-T. We began partnering with Treedom to plant a tree for each of our full-time co-workers in FY2022. One year later, we've grown our TD SYNEX Forest to include more than 33,000 trees of several varieties. These trees are planted in agroforestry systems that support the livelihood of farmers as well as biodiversity.

¹⁴ [Environmental Protection Agency](#)

Growing Our Impact With Treedom



Education and Thought Leadership

We aspire to see environmental progress take hold not only at TD SYNEX but throughout the IT channel. Based on our areas of expertise — and the lessons we’re learning as we advance our sustainability journey — we have an opportunity to help others achieve their own sustainability goals.

In FY2022, we introduced our industry-leading badge training program to provide our co-workers, vendors, customers, partners and other IT leaders with critical information about sustainable practices. We resumed the program in FY2023 and expanded it to include a third module on Carbon, in addition to the two existing modules on Sustainability Essentials and Circular Economy. We continue to see greater participation and completion of the modules and look forward to continued growth as we add additional topics.



Through 2023, we’ve issued:

over

700

sustainability badges to channel partners and co-workers

With our SBTi goals of getting 90% of our suppliers and 58% of our customers started on their own science-based targets setting journey by 2028, we are working to further develop our education and thought leadership pillar. Furthermore, this deepens our passion and efforts to drive sustainability in the IT Channel and build a more sustainably conscious supply chain overall.

Helping Our Partners Qualify as Cisco Sustainability Specialists

Cisco’s Environmental Sustainability Specialization equips companies to support their customers’ life-cycle management process and deliver services tailored to their individual needs. After achieving this accreditation across our European footprint in early 2023, we went on to launch our own course for accreditation in March. Since then, we’ve helped more than 20 partners become Cisco-approved sustainability specialists in the U.K.

Qualified partners can take advantage of the Cisco Refresh program to offer certified re-manufactured Cisco products, often at a reduced price. Partners can also use Cisco solutions to enable smart buildings, gather data and unlock further efficiency improvements.

“By giving our partners the opportunity to attain this accreditation, we’re enabling them to provide their customers with informed and intelligent advice on sustainability choices on Cisco technologies.”

Jon Sawdon, Business Unit Director, Cisco and Enterprise Networking, TD SYNEX U.K.

Social Responsibility

We talk a lot about the IT ecosystem, and that might conjure up images of devices with glowing screens. But technology is also about people and the ways we connect. We believe in the power of people at TD SYNnex, and we invest in our co-workers and communities to help them thrive. Our culture is strengthened by our differences, oriented toward a common purpose and built on the idea that when we care for one another, we all win.



Activating Our Strategy in FY2023

Launched our new LEAD program to promote leadership development

Achieved our goal to double co-worker participation in our BRGs two years ahead of schedule

Launched a dynamic new volunteer platform, to create a central source of real-time data on co-workers' volunteer activities around the world

Made our largest contribution of devices to date to our community partner, Human-I-T



Empowering People to Be at Their Best

Our business depends on our ability to attract, retain and develop top talent. That's why we focus on providing resources to help our co-workers do their best work. We want TD SYNEX to be a place where people can be happy, healthy and safe — a place where they can succeed in their roles while continuing to grow.

In FY2023, we focused on expanding opportunities for our co-workers to learn, develop and lead. We also enhanced our ability to support the many dimensions of well-being for our co-workers worldwide. Two years into our merger, we continued to align workplace practices across our legacy companies. For example, by implementing a unified process for global succession planning, we can ensure a smooth transition from a co-worker's first day on the job until their last.

Tuning in to the Insights of Our Co-Workers

Our employees have powerful insights, so we regularly invite them to share what's working well in our workplace and how we can improve. Each year, we conduct our Your Voice Matters employee engagement survey, which includes more than 50 questions covering a broad range of topics. We completed our most recent survey in the fall of 2023 with a global participation rate of 77%. We also received an overall engagement score of 74, which compares favorably to other tech companies and broader industries. In addition to our annual survey, we use pulse surveys to engage our co-workers on targeted topics.

Promoting Professional Growth

Whether they're overseeing an entire department or serving as a member of a small team, we believe that every co-worker has the potential to lead. In recent engagement surveys, co-workers have let us know that they're eager for opportunities for professional growth. With that in mind, we invested in the following training and leadership development initiatives in FY2023.

TD SYNEX Continues to Be a Great Place to Work

For the second year in a row, TD SYNEX was proud to be Certified™ as a Great Place to Work® in 10 countries in 2023. This prestigious award is based on a survey of our co-workers' experiences. In the U.S., more than 74% said TD SYNEX was a great place to work, compared to 57% of employees at the average U.S. company.





Investing in Training for High-Growth Areas

In the tech industry, new topics and technologies are constantly taking shape, from the latest developments in large-scale cloud platforms to new considerations regarding artificial intelligence (AI). For co-workers from across our enterprise — especially in high-growth areas, such as sales — we’re expanding resources to build knowledge around these emerging topics. We currently offer more than 10,000 courses and multiple certifications.

Unlocking New Opportunities to Lead

One of our major accomplishments of FY2023 was rolling out our new LEAD program, which stands for Leading for Empowerment, Accountability and Development. The program supports professional growth for co-workers of all levels and stands to boost our culture and performance. LEAD is focused on enabling co-workers to develop behaviors that are aligned with our Servant Leadership in Action model. Using a tiered approach, we began by rolling the program

out to those at the level of vice president and above. We will continue administering LEAD to all directors, supervisors and managers, with an aim to have participants complete all three modules over the next two years. We also offer a self-paced learning component to all individual contributors. As of March 2024, approximately 90% of managers and above completed at least one LEAD module.

Promoting More Productive Coaching With Career Flow

As we strive to build a strong leadership culture, we’re finding ways to improve the coaching experience. Our new Career Flow program provides resources to help our teams bring development into focus. Career Flow includes a library of resources — such as e-learning, manager guides and a development catalog — that managers and co-workers can use to structure their conversations during quarterly touchpoints. The goal is to help co-workers consider what avenues they’d like to seek in their careers and plan their pathways forward.

Maintaining a Safe Workplace

Workplace safety is a fundamental element of our co-workers’ well-being and our commitment to creating an environment where they can deliver great results.

We regularly review our safety practices, tracking incidents and near misses to understand the root cause of safety issues and how we can prevent them throughout our organization. In addition, we have set structures and responsibilities, targeted goals and objectives, and detailed logs we report. Our required safety training covers our standard for reporting safety incidents. We also provide safety courses that are tailored to our co-workers’ various roles. In FY2023, we focused on unifying our approach, creating a formal Health & Safety policy and shifting to a single vendor for all safety data sheets in the majority of our regions.

We aspire to a goal of zero accidents and injuries and work diligently to identify and mitigate potential risks. These risks vary across our workplace settings and geographical locations, which include offices, logistics centers and warehouses. In each, we follow all jurisdictional requirements including federal and local levels. Our facilities in France and Germany hold ISO 45001 certifications for managing occupational health and safety risk and performance. In the U.S., we align our practices with the guidance of Occupational Safety and Health Administration (OSHA) standards. We also comply with state-specific safety standards and have established internal requirements, which tend to exceed those outlined by OSHA. For example, we adhere to California’s Injury Illness Prevention Program — not only in California but across the U.S. — which establishes best practices for identifying hazards and taking corrective and preventive actions.

Supporting a Broader Sense of Well-Being

We take a genuine interest in our co-workers’ physical, mental, financial and social well-being. In recent surveys, this is an area where our co-workers have asked for extra support. We’re providing that support through our Life Empowerment Assistance Program (LEAP) offering, which helps our co-workers find balance and navigate challenges in their work and personal lives. It’s available for crisis situations and to address the emotional, practical and physical needs of our co-workers and those with whom they are close.

Our core well-being features include work-life consultations and up to six sessions each focused on counselling, life coaching and mindfulness. We offer hybrid work schedules when feasible, depending on job function, allowing co-workers the flexibility to balance working remotely and on-site. We’ve also introduced Global Well-Being Champions who support well-being across our regions and sites. In FY2023, we moved to a new third-party wellness provider that better aligns with our global, inclusive approach and allowed us to expand our wellness offerings. Additionally, our comprehensive benefits program now includes several voluntary offerings such as auto and home insurance; hospital indemnity; critical illness coverage; identity protection and more.

It Takes a Team: What Well-Being Looks Like at TD SYNEX Mexico

Our co-workers at TD SYNEX Mexico invest in programs to build emotional intelligence, confidence and skills — with initiatives that span from the office to the field. In FY2023, they hosted a soccer tournament for more than 100 co-workers, customers and business partners that enabled players to network, bond and exercise while releasing stress. The region also promoted Suicide Prevention Month to raise awareness for mental health, and leaders hosted quarterly conferences focused on accountability and improving co-workers’ quality of life. These events build on a successful mentorship program and a new Great Place to Work® course aimed at making participants more aware of their contribution to the company’s results.



Creating a Culture Where Everyone Feels Connected

Our teams are strongest when they bring together co-workers with diverse backgrounds, perspectives and expertise.

We believe our differences and our common purpose make us who we are. In seeking to understand one another, we treat our colleagues with dignity by showing respect. We also empower ourselves to learn, evolve and help our partners achieve great results.

This perspective underpins our commitment to diversity, equity and inclusion (DEI), which we furthered with initiatives around the globe in FY2023. For example, our LAC region created its own DEI Council and our APJ region hosted events around cultural diversity, inclusive language, International Women's Day and Pride. We also increased the reach and participation of our BRGs. These efforts are part of our enterprise DEI strategy, which is overseen by our central DEI team and supported by leaders and co-workers worldwide.



Company

We prioritize accountability and aim to see that resources, processes and measurements are in place to support our commitments so that co-workers clearly understand their roles.



Culture

We know our differences make the difference. We value, respect and celebrate our diversity. Through our councils, BRGs and co-workers, we create opportunities to educate, celebrate and recognize our diverse co-worker communities and our inclusive culture.



Community

We emphasize corporate citizenship to engage and uplift our local communities and we leverage our position to help build a diverse and robust IT ecosystem.

Increasing Representation in Our Global Workforce

Our DEI strategy guides us to build a diverse and talented workforce. To drive progress, we launched a new inclusive recruitment commitment in FY2023. The commitment applies to all external hires for roles at the people manager level or above and requires global hiring managers to ensure women represent at least half of their candidate slates. U.S. hiring managers must ensure that at least half of each candidate slate includes underrepresented candidates. To hold hiring managers accountable, those who wish to move forward with a candidate outside of these stipulations must receive approval from a member of our executive leadership team. Since launching this initiative in January 2023, approximately 50% of our new hires have been from underrepresented groups.

This year, we began a partnership with workplace equity specialists, establishing pay equity methodology and a global analysis that lead to piloting a new pay equity tool that brings data into our hiring decision process. We have also extended our online compensation training to all people managers and embedded it into the new manager onboarding process. Looking forward, we plan to pursue Fair Pay Workplace certification and continue our effort to be an inclusive, equitable employer to all current and potential employees.

Additionally, we’ve created a new dashboard to make our workplace demographic data more accessible to our company’s leadership so they can better understand how we’re progressing toward our goals. We also reimagined our external hiring platform from the ground up — creating a new career site that features our commitment to DEI and information about our growing network of BRGs.

¹⁵ Excludes Hyve Technologies co-workers.

Social Commitment	Actions and Progress
Increase the representation of underrepresented groups in our workforce by 2025	- Launched a global inclusive recruitment commitment - Created a new dashboard to make our workplace demographic data more accessible to leadership - Reimagined our career site to support inclusive recruitment
Increase the representation of people who identify as women to 50% of our workforce by 2030	- Publication of gender metrics for transparency and tracking - Performed a Diversity Talent Review - Global expansion of women-focused BRG Elevate - Expansion of female mentoring programs in North America, Europe, APJ - Increased representation of people who identify as women from 27% to 28% in leadership roles year-over-year¹⁵ - Launched LEAD program to support professional growth for co-workers - Established Career Flow resource to help co-workers plan their careers - Increased representation of people who identify as women from 42% to 43% of our workforce
Increase the representation of people who identify as women to 40% of our leadership roles by 2030	

Celebrating Women in the Channel

In FY2023, CRN®, a brand of The Channel Company, recognized 19 TD SYNnex leaders on its annual Women of the Channel list. The list celebrates women from vendor, distributor and solution provider organizations whose expertise and vision are leaving a noticeable and commendable mark. Two of our leaders were also named to the Power 100 list, which spotlights female executives whose insight and influence are helping to drive channel success.

Embracing Representation in Our Partnerships

North Carolina-based coffee shop and roastery, 321 Coffee is staffed by individuals with intellectual and developmental disabilities, providing them a chance to flourish and grow. We were honored to host their CEO and a barista at our annual TD SYNnex Inspire conference, where we presented them a \$5,000 donation, which was then matched by Lenovo. TD SYNnex partners were then treated to a behind-the-scenes look at 321, where they learned about the roasting process, saw the equipment that helps create an accessible and independent workplace and observed the many sustainable practices 321 has embedded into their operations.



Supporting Inclusion Through Our BRGs

Our BRGs, Business Resource Groups, are co-worker led communities centered around underrepresented affinities and identities. They support workplace inclusion while empowering our colleagues to connect, learn and lead. In FY2023, we doubled co-worker participation with BRG channels in The Current, our internal communications platform, therefore achieving our 2025 goal.

Social Commitment	Actions and Progress
By 2025	
Double co-worker participation in our BRGs	Exceeded by more than doubling participation in FY2023

Several BRGs, such as Elevate and Spectrum, increased their number of chapters, with Spectrum coordinating events to celebrate Pride month with co-workers around the globe. Throughout our U.S. logistic centers, we saw strong participation with Patriots, dedicated to the military community, and other BRGs. Similarly, we saw significant growth in Europe, where we recently launched Limitless, a disability and neurodiversity focused BRG that we plan to expand to the U.S. in FY2024. To further integrate our BRGs with our company, we asked each of them to define a roadmap in FY2023 that aligns with our DEI strategy pillars. Moving forward, we aim to increase executive engagement in BRG- and DEI-focused events and to continue expanding our BRG network worldwide.

Advocating for Ecosystem-Wide Change

As we cultivate a diverse, equitable and inclusive culture within TD SYNEX, we’re also working to enact broader change. In FY2023, we created a workstream through our North American Diversity and Inclusion Council that is dedicated to advancing DEI throughout the IT ecosystem. The workstream includes a new Diversity Alliance program that enables us to identify which of our resellers, customers and service providers are certified minority-owned businesses. The program is also designed as a forum in which we can share insights, policies and practices to help our partners expand their capabilities and capacity.

These efforts build on our enterprise Supplier Diversity program, which aims to increase direct and indirect spending with diverse businesses, including those owned by minorities, veterans, people with disabilities, LGBTQ+ individuals and women. We leverage a diverse supplier spend database to track our spending with diverse suppliers and identify opportunities to grow our spending in this regard.

Social Commitment	Actions and Progress
Increase the diversity of our partner ecosystem	- Created a diversity partner workstream as part of our DEI Council priorities - In the U.S., included DEI in our Vendor Summit and Inspire 2023 event and VisualSolv Executive agendas - Expanded our Diversity Alliance Program - Recorded non-trade spend with minority owned businesses

Our Expanding Network of BRGs



• **Elevate** - Dedicated to attracting, retaining and advancing women



• **Embrace** - Dedicated to recognizing and celebrating all cultures and ethnicities represented in UK&I



• **Patriots** - Dedicated to recruiting and supporting military veterans, active service personnel and military family members



• **Spectrum** - Dedicated to recognizing, advancing and supporting LGBTQ+ co-workers



• **Beacon** - Dedicated to recognizing, empowering and advancing Black co-workers



• **Fuerza** - Dedicated to empowering, developing and celebrating Hispanic and Latinx co-workers



• **Rise** - Dedicated to celebrating, supporting and advancing Asian and Pacific Islander co-workers



• **Limitless** - Dedicated to supporting an environment that welcomes, celebrates and nurtures those with differences and disabilities

Engaging Our Local Communities



We have the power to do good in the world — not only through our work but by sharing our collective resources, time and expertise. Our Community Relations program is structured around the pillars of Digital Divide, Children and Wellness, in which we strive to engage our co-workers and neighbors to help make life better for those in need.

Co-workers can get involved through our Volunteer Ambassador Network (VAN) and by requesting funding for organizations that align with our pillars through our Charitable Giving programs.

In FY2023, we continued to grow our impact through community partnerships and three signature events: our Volunteer Month in December, our Next Meal campaign in July, and our annual Share the Magic campaign in North America. We also launched a new volunteer platform to better track our co-workers' efforts.

Giving the Gift of Time With Volunteer Month

Each December, TD SYNEX co-workers are encouraged to give the gift of time by volunteering in their community. In December of 2023, we achieved 470 hours of collective volunteerism with 15 nonprofit organizations.

Our Community Relations Pillars

1

We're bridging the digital divide by increasing access to digital technologies and literacy programs.

2

We support organizations that are focused on providing children with tools and resources today that will help them have a better tomorrow.

3

We recognize that wellness looks different for everyone — yet it's critical to living a more balanced life.



Bridging the Digital Divide

We believe that anyone can do great things with technology — but first, they need access. At TD SYNnex, we’re working to bridge the digital divide by expanding access to literacy programs and digital devices. In October 2023, we held our Digital Inclusion Week, an annual week of awareness, recognition, and celebration around digital inclusion work, highlighted by a co-worker technology donation drive. One of our ongoing partners, Human-I-T, is a nonprofit organization that provides devices, internet access, digital skills training and tech support to local communities while diverting technology from landfills. These tools and services ensure everyone has the opportunity to use technology to live, learn, work and thrive. Since 2020, we’ve donated over \$202,000 to support Human-I-T’s social and environmental efforts, and in FY2023, we made our largest contribution of devices to date. We also launched a new program, in which we donate pre-owned TD SYNnex Renew products to qualifying community partners. Already, we’ve leveraged the program to donate virtual reality equipment and HP notebooks and printers to schools and other organizations serving students in Florida and Illinois.

Social Commitment	Actions and Progress
Help bridge the digital divide by providing devices, digital skills, training, internet connectivity and technical support to underserved communities and leverage partnerships with similarly focused nonprofits, such as Human-I-T, to digitally equip approximately 20,000 households — touching the lives of 60,000 people	Achieved by equipping thousands of households with digital connectivity, including assisting ~95,033 households in signing up for free or low-cost internet and distributing more than 119,000 refurbished computing devices to deserving communities

“In an era where access to technology equates to opportunity, TD SYNnex’s alliance with Human-I-T is a driving force in democratizing digital access across North America. This initiative has a direct, life-changing impact on diverse groups including students, veterans, caretakers, and jobseekers, supporting them as they chase their dreams and aspirations.”

Gabe Middleton, Chief Executive Officer, Human-I-T



Teaming Up to Empower Learning

TD SYNEX has a longstanding partnership with the Tampa Bay Rays, working together to make a positive impact on the Tampa/St. Pete area in Florida. During the month of September, we partnered on a number of initiatives to give back to the community, including a food drive that created 10,000 meals for families and individuals facing food insecurity. Later that month, TD SYNEX and Rays co-workers teamed up with United Way Suncoast to help with a renovation project for Learning Empowered, a local nonprofit using education as a basis to address unmet needs of the community.

The Rays partnership also consists of a Double Play Program in which TD SYNEX will donate \$250 for each Tampa Bay Rays home game opening defense double play during the season. This year, the nearly \$20,000 total from the Double Play Program benefitted Youth Development Initiative (YDI), a local nonprofit in Clearwater, Florida, dedicated to fostering and supporting the success of minority youth. This organization came to our attention through the advocacy and engagement of one of our TD SYNEX co-workers, whose volunteering, personal donations and matching gifts from TD SYNEX have helped fund college tours, scholarships and educational STREAM (Science, Technology, Reading, Engineering, Arts and Math) workshops.

Helping Children Achieve a Better Tomorrow

We believe that unlocking potential for all starts early and never truly ends. With this in mind, we support programs that provide children with the tools and resources they need to succeed. The focal point of our fundraising efforts is our Share the Magic program. Over the past 13 years, we’ve raised more than \$25 million for 16 beneficiaries throughout North America, including organizations such as the Children’s Dream Fund and A Child’s Haven, which helps children with developmental delays. In FY2023, we expanded the program from seven to eight chapters, with the inclusion of our Clearwater co-headquarters. In total, our teams raised more than \$4 million to support more than a dozen organizations throughout Canada and the U.S.

Cultivating the Literacy Skills to Explore New Worlds

When school-aged kids strengthen their literacy skills, they unlock new stories, new confidence and limitless potential. TD SYNEX is proud to be a founding donor of New Worlds Reading, an initiative of the University of Florida that empowers families to help their children develop reading skills through access to free books and reading activities. By the close of the 2022-23 school year, nearly 200,000 students had enrolled, with New Worlds Reading sending them a total of four million books. In the coming year, the initiative will expand to serve students in voluntary pre-kindergarten, helping students discover a love of reading even earlier.

Beautifying Community Spaces

Our TD SYNEX co-workers volunteer their time to amplify the impact for our partner organizations, bringing their own skills and interests to bear. This year, our corporate communications team volunteered at Learning Empowered, spending the day painting a mural on the building, beautifying the space for community members and learners.





Promoting Health and Wellness

We believe health and wellness are essential for our communities to thrive. Unfortunately, many people currently struggle to meet their nutritional needs. According to the World Food Programme, more than 333 million people faced acute levels of food insecurity in 2023. To help combat this issue, we encourage co-workers to work with local organizations that focus on food security during our Next Meal campaign each July. Co-workers can get involved by donating items to food drives and by volunteering with organizations to raise awareness and help distribute meals.

For our second-annual campaign in FY2023, we expanded our efforts beyond the U.S., with sites from Mexico to Singapore getting involved. We also coordinated with our Well-Being team to provide our co-workers with internal resources aimed at helping them live — and eat — well. For example, we held smoothie events in the U.S., hosted a budget workshop and asked co-workers to share healthy, affordable recipes with their peers. Outside of Next Meal, we partnered with the American Red Cross and UNICEF to assist global communities with disaster relief. In total, we provided more than \$70,000 to support communities recovering from wildfires, earthquakes, storms, conflicts and other emergencies.

Harnessing the Power of Grassroots Action

When our co-workers invest time into causes that they care about, they help us build a more caring and connected culture. Through our VAN, we’ve mobilized co-workers to spread their positive impact far and wide. We also launched a new volunteer platform that is available to co-workers companywide, which enables them to identify local volunteer opportunities and consistently track their hours. This will provide TD SYNEX with centralized, real-time data on the volunteer activities of our co-workers around the world.

Our Second Annual Next Meal Campaign

TD SYNEX's Next Meal campaign is a month dedicated to addressing food insecurity in communities. This year, the Next Meal campaign activated co-workers across the company to collect or sort over 8,000 pounds of food and package 1,000 meals with local organizations.

Feeding the Community, One Meal at a Time

Africa Sullivan has spent more than two decades working to address senior isolation and hunger with Meals on Wheels, serving at both the Greenwood and Greenville, South Carolina, chapters. During TD SYNEX's second annual Next Meal campaign in FY2023, a month dedicated to addressing food insecurity, Africa planned a volunteer event with Meals on Wheels for her Greenville-based colleagues. Because of Africa's dedication and passion, TD SYNEX has made a donation to support this program. Through all of her efforts, Africa has been able to truly make an impact on a cause close to her heart.

“I want to show how I can support my community. Volunteering gives me a sense of pride and identity.”

Africa Sullivan, project manager at TD SYNEX

Transforming Communities Worldwide



Corporate Governance

Our values of inclusion, collaboration, integrity and excellence shape our approach to corporate governance. They guide us to be accountable for our performance, transparent with our stakeholders and committed to doing what's right. We're helping our co-workers put these values into action by building a culture where ethics and compliance are top of mind. We're also dedicated to safeguarding information and providing leadership to help our company succeed and maintain our stakeholders' trust.



Activating Our Strategy in FY2023

Strengthened our leadership team by adding two new Board members with significant industry expertise

Launched our Global Human Rights Policy, underscoring our commitment to ethical business practices, respect for human rights and responsible sourcing

Further harmonized our cybersecurity controls to ensure effective, consistent processes across all facets of the business

Initiated the process of self-certification to adhere to the new EU-U.S. Data Privacy Framework Principles

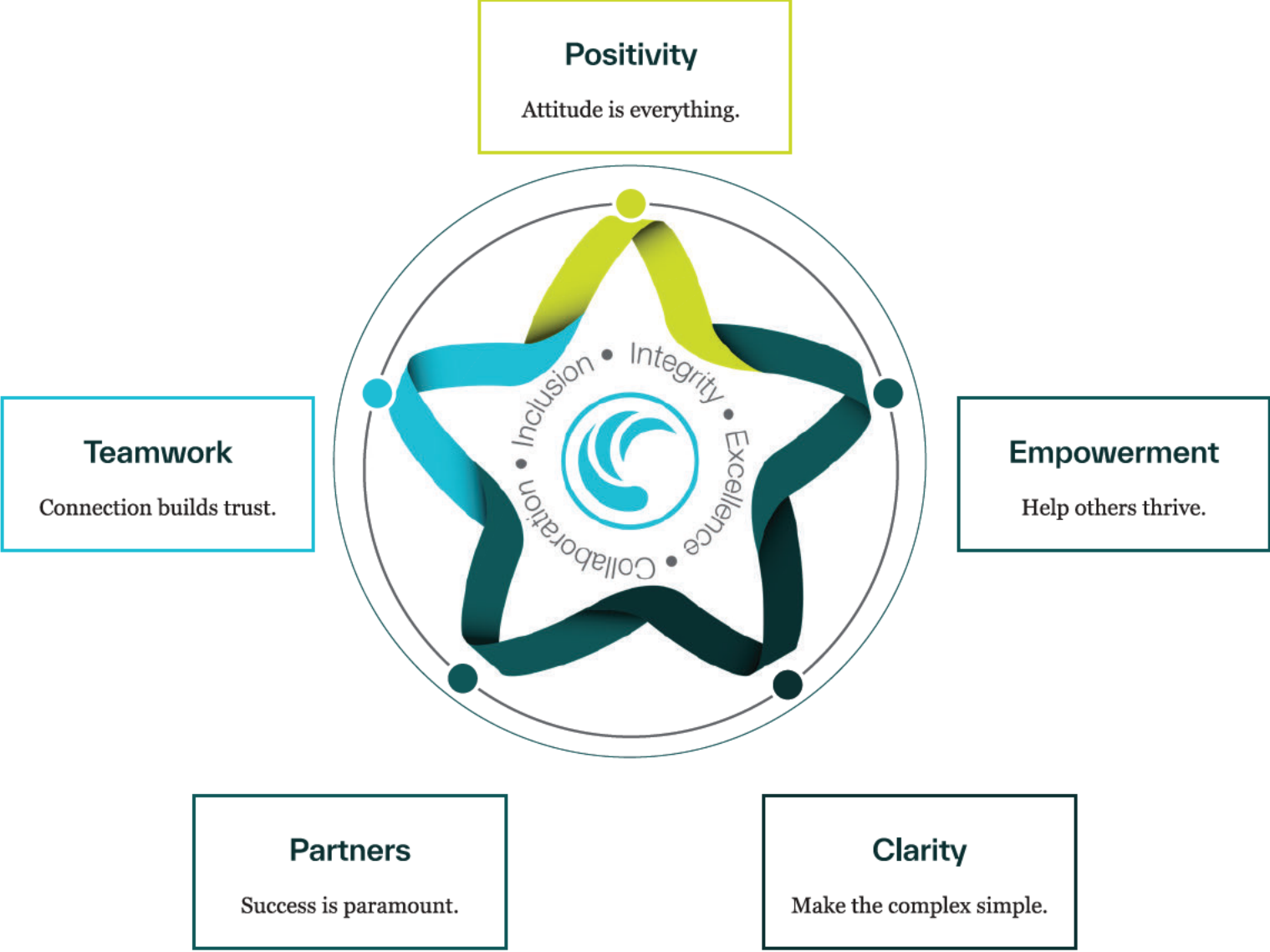


Putting Servant Leadership Into Practice

We hold true to our shared values through our Servant Leadership in Action behaviors, which help us build a positive company culture.

We strive to embody these behaviors across TD SYNEX and expect everyone to exemplify them — whether they're a co-worker, a manager or a senior leader. We further ingrain these behaviors by integrating them into our onboarding process, which is completed by every new co-worker companywide.

Our Servant Leadership In Action



Guided by Our Executive Leadership Team and Board

From the very top of our organization, our [Executive Leadership Team](#) and [Board of Directors](#) model our Servant Leadership Behaviors. They provide strong corporate governance based on best practices, local requirements and the needs of our co-workers, customers, vendors and other stakeholders worldwide. Our [Governance Guidelines](#) define our Board and senior leadership roles with regard to Board composition and leadership, operations, committees, management and other governance topics.

In FY2023, we expanded our Board from 11 to 13 members. Our new Board members include Kathy Crusco, an experienced chief financial officer with a background in software and unified communications, and Claude Pumilia, a seasoned leader in software and data services companies. Both bring industry expertise and strategic insights that support TD SYNnex’s mission of connecting the global IT ecosystem.

Providing ESG and Business Oversight

Our Board serves as a well-advised steward for our shareholders and receives regular updates about our Corporate Citizenship program.

The Board has three core committees, each of which guides our ESG and business progress in critical ways.

We also have a Corporate Citizenship Steering Committee — composed of a cross-functional group of senior leaders — to help us drive our ESG efforts forward. At the regional and global levels, we maintain Compliance committees to ensure key executive leaders at TD SYNnex, including the CEO, are

aware of current reporting trends and the resolution or status of investigations and ethics matters. We provide metrics and qualitative details to these internal governing bodies on a quarterly basis. We have also expanded the role of our Internal Audit function in ensuring the accuracy of our external reporting.

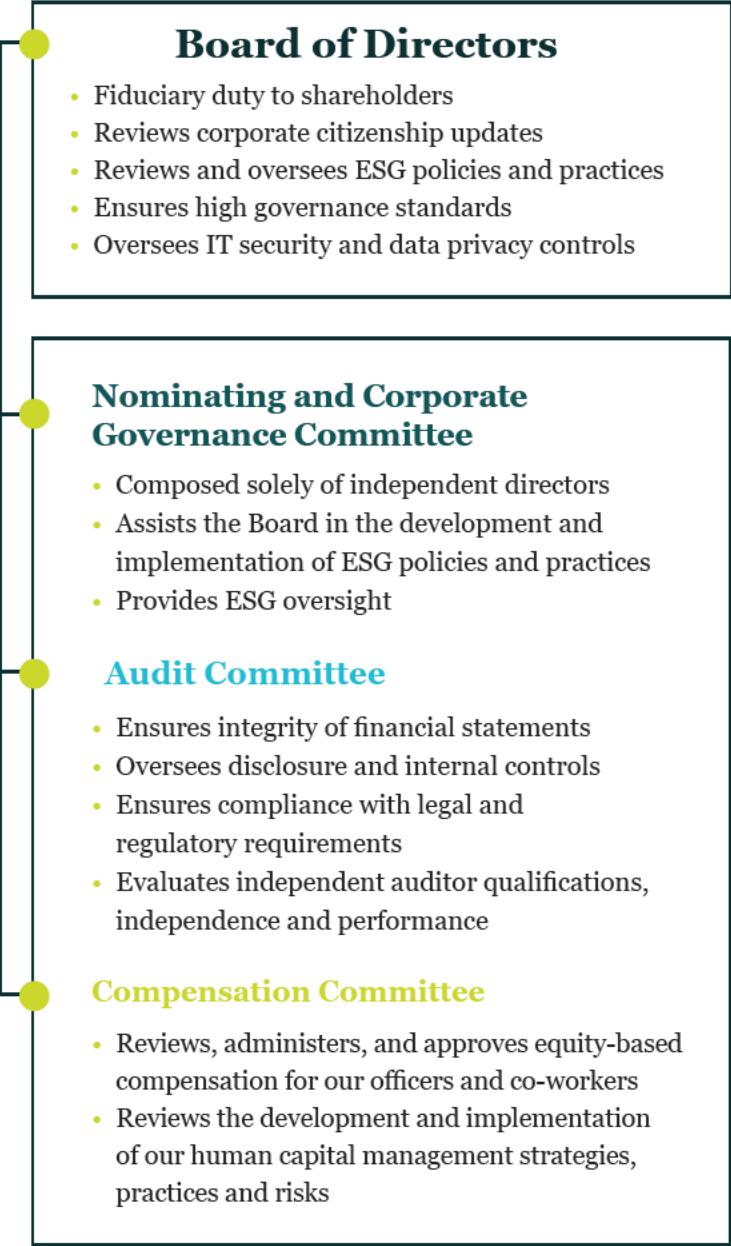
TD SYNnex's Executive DEI Council, comprised of the top leaders in the organization including our Executive Leadership Team (ELT), works to review and analyze DEI metrics, provide governance over global DEI strategy and promote inclusive practices throughout the organization.

Director Compensation and Benefit Program

We review compensation for our non-executive directors each year. Our compensation and benefit program for this group is based on the principles that director compensation should:

- Fairly pay directors for work required of directors serving an entity of our size and scope.
- Align directors’ interests with the long-term interests of our stockholders.
- Be structured in a way that is transparent and easy for stockholders to understand.

Our Governance Structure at a Glance



Safeguarding Privacy and Data

We take our responsibility to secure our systems seriously. To do so, we continuously enhance our security measures while emphasizing the importance of security awareness among our teams.

We administer regular co-worker training to support adherence to our privacy, cybersecurity and IT-use policies. The company maintains strict IT standards for data confidentiality and accessibility. Our policy mandates the use of approved systems for company business and prohibits any unethical activities on company networks. We follow cybersecurity best practices and international standards and leverage sophisticated technology to protect our company and partners. The company's IT security and data privacy controls are overseen at the Board level.

Our Cyber Defense Center, staffed by security experts, monitors and responds to threats in real time. The team uses advanced tools, including machine-learning and deep-learning AI systems, that improve threat detection by learning to distinguish false alarms from real threats over time. We take a proactive approach, conducting periodic simulations to rehearse and validate the effectiveness of our controls. Any suspected security issues are promptly reported for appropriate action.

In FY2023, we completed the harmonization of our cybersecurity controls, elevating all operations to top-level controls and processes, including preventive, detective and incident controls. To further bolster our defenses, we invested in a new, automated platform to proactively track, understand and mitigate cybersecurity risks — both internally and within our supply chain. The platform enables cross-functional sharing of signals and threat intelligence with our security, data privacy, ethics and compliance business lines. We also use it to monitor and assess third parties with whom we do business or share data.

At TD SYNnex, we value intellectual property (IP). We know there are threats to IP in an increasingly global marketplace, and we work closely with our vendor partners to ensure the overall health of the IT channel.

One of the ways we do this is through our partnerships, including the Alliance for Gray Market and Counterfeit Abatement (AGMA), which brings together some of the most innovative technology companies in the world to share best practices for mitigating global intellectual property risks. We are the only IT distributor with AGMA membership, and we are currently serving as a member of the AGMA Board.



In October 2023, we received a one-year approval to self-certify compliance with the new [EU-U.S. Data Privacy Framework Principles](#), which allows us to engage in cross-border transfers of personal data while ensuring compliance with EU law.



Deepening Our Culture of Ethics and Compliance

We are steadfast in our commitment to ethical leadership, conduct and compliance — principles that form the bedrock of our operations.

Within our framework of corporate governance, we have established a comprehensive Ethics and Compliance (E&C) program to engage co-workers in creating a culture of integrity at every level. We have also established an Ethics Advisor Network to support the global E&C team. Leaders nominate co-workers as Ethics Advisors to champion TD SYNEX's shared principles and core values across our sites. Ethics Advisors provide a direct and confidential way for our co-workers to report ethical concerns. They also facilitate ethics and compliance awareness efforts and promote related training.

To ensure continued progress in our emphasis on ethical behavior, we have set ethics and compliance goals, including:

- Delivering an average of two hours of required online compliance training each year per co-worker, covering 8-12 key topics depending on their role.
- Reaching 98% of the required audience for every training campaign, including E&C training.

Our [TD SYNEX Code of Conduct](#) establishes and communicates our core expectations and principles regarding ethical business conduct and serves as a foundation to guide us as a single, unified team. Our public filings also serve as a resource where any material corruption incidents or breaches would be disclosed.

In FY2023, we rolled out e-learning on Code of Conduct topics such as anti-trust and competition law and conducted live, interactive versions of these trainings during global site visits. Our visits included sites in Latin America, Eastern Europe and Asia Pacific, where we emphasized the importance of speaking up about potential conflicts. We aim to conduct further on-site training across the majority of our locations over the course of the next several years. We also delivered online, interactive training in 17 languages on topics including Code of Conduct and Conflict of Interest Attestation, Fighting Bribery and Corruption, Managing Third Party Bribery and Corruption Risk, Antitrust and Competition

Achieved a

99.8%

completion rate for our
global Code of Conduct
training in FY2023

Law, Data Privacy, Cybersecurity, Anti-Harassment and Anti-Discrimination, and Business Email Compromise. In all, co-workers completed over 49,613 required trainings in our Learning Management System.

Another key achievement in FY2023 was the publication of our [Global Human Rights Policy](#). The policy establishes clear guidelines and expectations for our partners to conduct business activities in accordance with all applicable laws, regulations and internationally recognized human rights principles. It also outlines our expectation for business partners to provide documentation demonstrating their compliance. In FY2024, we plan to conduct inquiries to understand our business partners' current practices and further socialize the policy.

Risk Assessment and Management

TD SYNnex has developed a comprehensive global approach for legal and compliance risk assessments and reviews. The assessment is conducted bi-annually and focuses on specific legal and compliance risks. It aligns with our annual strategic Enterprise Risk Management framework, ensuring consistency in methodology and metrics. Our approach is quantitatively and qualitatively driven, using various data points from financial and case reporting to surveys and interviews capturing input from key risk owners and leadership.

The legal and compliance risk assessment is conducted in collaboration with internal subject matter experts from various risk areas to provide appropriate coverage. We also conduct local country risk assessments during on-site visits, based on local regulations and focusing on specific areas. Identified risks are addressed with relevant controls and processes to support maintaining our standards and value of integrity.

Countering Bribery and Corruption

We are committed to acting professionally, fairly, and with integrity in all our business dealings and relationships. One important aspect of this commitment is implementing and enforcing effective systems to counter bribery and corruption. We strive to know our partners well and employ due diligence processes on relevant third parties to reduce the risk of our funds being used in bribery, corruption

or fraud schemes. We have a global risk-based approach to determine appropriate levels of due diligence as part of third-party onboarding processes, including ongoing monitoring. Depending on the risk profile, our third-party vetting procedures may include due diligence questionnaires, database integrity screening and enhanced background checks. After initial due diligence is performed, our active relationships are monitored on an ongoing basis.

Management and Shipping of Dangerous Goods

When TD SYNnex needs to transport items that are classified as dangerous goods (DG), such as battery-powered devices, lithium batteries, etc., we not only ensure compliance with DG regulations, we go above and beyond those requirements.

In addition to proactive review and classification of items and ensuring appropriate storage and packing thresholds, we also deliver training focused on hazardous materials (HAZMAT) annually to any co-worker handling DGs, furnish all sites with security plans and report annually on the program. We have averaged 4,000 of these annual trainings, while exceeding regulatory requirements, identifying personnel responsibilities, awareness raising and teaching occurrence notification standards. Through intentional preparation and attention, we work to ensure that our products are shipped safely in alignment with all compliance requirements.

Hyve Solutions Membership in the Responsible Business Alliance (RBA)

In addition to deploying TD SYNnex's Code of Conduct and related e-training across its global operations, Hyve Solutions, our wholly owned subsidiary, is also responsible for implementing the RBA (Responsible Business Alliance) Code of Conduct in its global operations; and deploying the RBA's Code to its global suppliers.

Hyve Solutions was accepted as an Affiliate Member of the RBA in September 2021, then was upgraded to a Regular Member in January 2022. The RBA represents a coalition of more than 230 companies driving sustainable value for workers, the environment and business in their own operations and throughout the thousands of RBA members' suppliers facilities in the global supply chain.

Details concerning the RBA and its mission, members, Code of Conduct and programs are available at: [Responsible Business Alliance](#).



Expanding Education and Engagement

Our co-workers are our first line of defense for identifying and avoiding potential ethics and compliance issues. We provide training and resources to empower them to make responsible decisions and encourage them to speak up if they have concerns. In FY2023, we launched an adaptive training course on ethics and compliance topics that is tailored to each co-worker's unique role. The course is customized based on individual risk profiles and needs, maximizing its relevancy for each user. For our ongoing Code of Conduct course, we plan to institute a post-survey communication to gather opinions on the ethical culture at TD SYNEX and the quality of our required training from co-workers.

Building Out Our Expansive Policy Library

TD SYNEX offers a robust policy library of ethics and compliance resources, which we continued to enhance in FY2023. We translated 37 toolkits and 33 videos into 17 languages to improve accessibility and provide localized guidance for diverse business scenarios. We further promote education and reporting of these matters through other channels and resources, including:

TD SYNEX Ethics Line: Offers a 24/7, year-round channel to report any conduct that doesn't align with our Code of Conduct.

Real Tales of Ethics and Compliance video series: Illustrates and clarifies the repercussions of actual compliance issues to a global internal audience.

30 Seconds with Ethics and Compliance video series: Spotlights important insights and key takeaways on relevant ethics and compliance subjects.

Ethics and Compliance toolkits: Deliver concise guidance and actionable steps for specific scenarios in easily digestible formats.

Policy Pathway modules: Utilize technology tools to efficiently provide digital responses to compliance-related queries for our colleagues.

Supplier Integrity Principles: Establish clear expectations for suppliers and partners on supply chain human rights, anti-competitive behavior, anti-bribery, corruption and governance.



Enabling Our Speak Up Culture

TD SYNnex expects our co-workers and business partners to speak up when they have concerns about illegal behavior or misconduct in our workplace. In FY2023, we released our Speak Up and Non-Retaliation policy, which lays out our expectation that co-workers and business partners will report concerns, and that retaliation will not be tolerated. We want to ensure that all co-workers understand our policies and have available channels to raise questions and concerns at any time. We comply with whistleblower laws everywhere we do business, and we strive to maintain a speak up culture where everyone is empowered to be ethical leaders. We have multiple reporting channels to make speaking up easy and protect the identity of the reporter when speaking up. We investigate reports independently and objectively, acting when needed to stop misconduct and prevent future incidents.

We also rolled out a global outreach plan featuring an animated video encouraging co-workers to voice their ethical concerns. This initiative debunks common myths that might deter co-workers from speaking up, while emphasizing their protection from retaliation. To create an inclusive experience, we packaged the video into a presentation with discussion questions that we translated into 17 languages. We have tracked the video's content delivery data to monitor its global adoption, allowing us to identify and support locations with lower engagement.

Responsible Artificial Intelligence (AI)

TD SYNnex supports the beneficial use of AI within the context of our business operations, provided users act with careful consideration to ensure ethical practices, data security, and compliance with company policies and applicable laws. Because AI technologies — as well as relevant regulations — are under rapid development, we are monitoring and continue to provide guidance and updates as appropriate. Many of our company policies, such as the Data Classification & Handling and Cybersecurity and Acceptable Use policies, already provide important guidance to co-workers when using any type of third-party application.

Ethics Advisor Network

Our Ethics Advisor Network is an extension of our Ethics and Compliance program. Leaders nominate co-workers as Ethics Advisors to support the global Ethics and Compliance team and champion TD SYNnex's shared principles and core values across our sites. Ethics Advisors also provide a direct and confidential way for co-workers to speak up about ethical concerns while promoting ethics and compliance training and facilitating awareness efforts.

Appendix

About This Report	44
Sustainability Data Summary	45
TCFD Index	48
SASB Index	56
UN SDGs	58



About This Report

This report details TD SYNEX's progress in sustainability and data collected during fiscal year 2023, the period between December 1, 2022, and November 30, 2023, unless otherwise noted. It is intended to be our primary source of annual disclosure on sustainability performance and provide a transparent account of our ESG approach and performance. Reporting on other matters can be found in our public SEC filings, annual reports and corporate website.

Safe Harbor Statement

Statements in this report regarding TD SYNEX Corporation that are not historical facts may be forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements may be identified by terms such as believe, expect, may, will, provide, could and should and the negative of these terms or other similar expressions.

These forward-looking statements include, but are not limited to, statements regarding our strategies and goals. These are subject to risks and uncertainties that could cause actual results to differ materially from those discussed in the forward-looking statements. Please refer to the documents filed with the Securities and Exchange Commission, specifically our most recent Form 10-K and subsequent SEC filings, for information on risk factors that could cause actual results to differ materially from those discussed in these forward-looking statements. Statements included in this report are based upon information known to TD SYNEX Corporation as of the date of presentation and TD SYNEX Corporation assumes no obligation to update information contained in this report except as otherwise required.

Sustainability Data Summary

Corporate Metrics	
2023	
Impact	
Total revenue (thousands)	\$57,555,416
Technology partners supported	150K+
Countries served	100+

¹⁶ Please note that this report includes a small portion of estimated energy and electricity usage data. While every effort has been made to ensure the accuracy of the information presented, the use of estimated data means these values should be viewed as approximations.

¹⁷ TD SYNnex's GHG inventory is consistent with the principles and guidance of the World Resources Institute (WRI) and the World Business Council for Sustainable Development's (WBCSD) Greenhouse Gas Protocol Initiative (GHG Protocol) for corporate GHG accounting and reporting. TD SYNnex defines its organizational boundary conditions consistent with the GHG Protocol according to the "operational control approach" for Scope 1 and 2, and 3 sources. This means the scope of TD SYNnex's organizational boundaries includes locations in the company's ownership or under its control where TD SYNnex has responsibility of GHG emissions from these locations. The "operational control approach" is the most appropriate organizational boundary for TD SYNnex because it reflects where TD SYNnex can influence decisions that impact GHG emissions. Facilities included in TD SYNnex's boundary include office buildings, business centers, data centers, and warehouses. Emission factors are from governmental and non-governmental organizations' sources including the Intergovernmental Panel on Climate Change (IPCC) Sixth Assessment Report (AR6) 100-year V2.0, International Energy Agency (IEA) CO₂ Emissions from Fuel Combustion 2023-Year 2021, Department for Environment Food and Rural Affairs (DEFRA) 2023 Guideline to DEFRA, and Environment Canada 2023 National Inventory Report (2021 data). Additionally, where available, we utilize utility-specific emission factors that support our market-based inventory. As of 2023, we utilize IPCC's Sixth Assessment Report (AR6) as our source for global warming potentials. GHG emissions are subject to measurement uncertainties resulting from limitations inherent in the nature and the methods used for determining such data. The selection of different but acceptable measurement techniques can result in materially different measurements. The precision of different measurement techniques may also vary.

Environment	
2023	
Energy & Emissions ¹⁶	
Energy Consumption (MWh)	167,734
Renewable Energy Consumption (MWh)	32,634
Greenhouse Gas Emissions ¹⁷	
Scope 1 GHG Emissions (metric tons of CO ₂ e)	11,767
Scope 2 GHG Emissions (metric tons of CO ₂ e)	
Location-Based Emissions	32,083
Market-Based Emissions	26,221

Environment	
2023	
CDP Assessment	
Score	Management (B-)
EcoVadis Assessment	
Score	Silver

¹⁸ This ethnicity data is for the U.S. only, with the exclusion of Hyve Technologies co-workers.

Social	
2023	
U.S. Ethnicity (%) ¹⁸	
American Indian/Alaska Native	0.4%
Asian	7.6%
Black/African American	11.7%
Hawaiian/Pacific Islander	0.3%
Hispanic/Latino	17.2%
Two or more races	2.1%
Elected Not to Specify	2.4%
White	57.9%
Undisclosed	0.4%

Social	
2023	
Workforce	
Number of full-time employees	Approximately 23,000 ¹⁹
Global Employees by Gender (%)	
Male	57%
Female	43%

Social	
2023	
Employee Well-Being and Engagement	
Huang Leadership Development Scholarships awarded	8
Co-workers reporting that they felt welcomed when they joined TD SYNEX (%) ²⁰	96
Co-workers reporting that people at TD SYNEX treat each other with respect and dignity (%) ²⁰	80
Business Resource Groups	8

¹⁹ We use temporary or contract workers, who totaled approximately 5,000 as of November 30, 2023, on a full-time equivalent basis.

²⁰ Along a 5-point scale where 1=Strongly disagree, 2=Disagree, 3=Neutral, 4=Agree, and 5=Strongly agree, % (Fav) equals the % who responded with a 4 or 5.

Task Force on Climate-related Financial Disclosures (TCFD) Disclosure Index²¹

Disclosure Focus Area	Recommendation	2023 Response
Governance Disclose the organization's governance around climate-related risks and opportunities	Board Oversight Describe the board's oversight of climate-related risks and opportunities.	TD SYNEX's Board's Nominating and Corporate Governance Committee (Nom/Gov Committee) is chartered with the responsibility of assisting the Board in its review of the development, oversight and implementation of the company's Environmental, Social and Governance (ESG) policies, programs and practices. The Nom/Gov committee also reviews the draft proxy statements recounting the company's ESG activities including those addressing climate-related issues. The Chief Business Officer (CBO) leads climate-related matters at TD SYNEX and raises climate-related agenda items to the Nom/Gov Committee or the Board.
	Management's Role Describe management's role in assessing and managing climate-related risks and opportunities.	The CBO oversees the Corporate Communications Department where the Corporate Citizenship Team resides. The Corporate Citizenship Team is primarily responsible for the ESG program at TD SYNEX, where they work on sustainability policies and performance including education and thought leadership in the industry, sustainability metric and reporting, climate mitigation and greenhouse gases, circular economy and inculcating a sustainable culture within the organization. They work cross-functionally with other functions to identify, monitor and manage climate-related risks and opportunities as well as how to translate those risks and opportunities into actionable plans and policies. Several members of the Executive Leadership Team sit on the Corporate Citizenship Steering Committee to provide insight and advice on climate-related issues such as climate risk, decarbonization strategy and ESG policies. The Committee includes close to 30 Executive Leadership Team members and other key managers, from the Americas, Europe and Asia Pacific Japan. They meet monthly with the Corporate Citizenship team to discuss climate-related issues such as carbon reduction roadmaps, sustainability capacity building and sustainable leasing policies. Key findings and decisions are then raised to the Nom/Gov Committee through the CBO at least annually or where there are material updates.

²¹ TD SYNEX is reporting in alignment with currently available frameworks and will continue to monitor The International Sustainability Standards Board (ISSB) framework development. We will align with the unified framework once it becomes available from the IFRS Foundation.

Disclosure Focus Area	Recommendation	2023 Response
Strategy Disclose the actual and potential impacts of climate-related risks and opportunities on the organization’s businesses, strategy, and financial planning where such information is material.	Climate-related Risk and Opportunities Describe the climate-related risks and opportunities the organization has identified over the short, medium, and long term.	TD SYNEX has identified through internal and external engagement, a range of climate-related risks and opportunities that are pertinent to our business. The list of risks and opportunities, and how we are managing risk and capturing the opportunities can be found in the “Climate-related Risks” and “Climate-related Opportunities” sections below.
	Impact on Organization Describe the impact of climate related risks and opportunities on the organization’s businesses, strategy, and financial planning.	TD SYNEX recognizes the potential significant impact that climate-related risks and opportunities could have on the business. The incorporation of the ability to manage the risk and capture the opportunity into our strategy and financial planning is therefore crucial. We ensure that climate-related risks are included in our corporate risk register, which leadership review and assess the risk and our current mitigation measures, allowing us to ensure robust and proactive management of these risks. We also update our global financial forecast monthly and incorporate macro-economic risk factors into those models. These external factors can include geopolitical events, availability/cost of capital, technical disruptions, and environmental factors. Environmental factors include the impacts of climate change such as natural disasters, extreme weather events, resource scarcity and environmental regulations that impact our sector. Climate-related opportunities are assessed on a continuous basis with relevant functional leads as business conversations develop and market trends change. The potential positive climate impact is assessed by the Corporate Citizenship team while functional leads assess the opportunity for financial benefits and how they can be incorporated into our business strategies and planning.
	Resilience of Strategy Describe the resilience of the organization’s strategy, taking into consideration different climate-related scenarios, including a 2°C or lower scenario.	TD SYNEX assumes that as climate change pressure increases, we will be subjected to increased regulatory and policy demands but that the different regions we operate in are likely to move with differing speeds. We also assume that we will be subjected to greater climate-related physical impacts. Our corporate sustainability strategy has been formulated taking into account various factors and qualitative climate scenarios. We plan to execute a more specific and robust climate-related scenario analysis with the support of market leading experts in the near future. We also continuously review our specific climate-related physical risks and the mitigation measures needed to manage the associated impacts as the latest science advises.

Disclosure Focus Area	Recommendation	2023 Response
Risk Management Disclose how the organization identifies, assesses, and manages climate-related risks.	Identification and Assessment Describe the organization’s processes for identifying and assessing climate-related risks.	Transitional climate-related risks relevant to TD SYNEX are identified and updated as new legislation is released, market trends are observed, and business conversations and requests develop. If the risk does not require immediate attention, it will be placed on the risk register for the annual Enterprise Risk Assessment. Physical climate-related risks are identified with support from a risk management and insurance specialist firm. All facilities under TD SYNEX are assessed for their exposure to acute and chronic physical climate risks, such as floods from heavy rainfall and rising sea levels, severe weather resulting in wildland fire and extreme temperatures as well as windstorms. These risks are updated at least annually. Physical climate-related risks are also included into the annual Enterprise Risk Assessment.
	Management of Risk Describe the organization’s processes for managing climate-related risks.	If a specific climate-related risk is identified and determined to be a material risk, addressing it would then be prioritized. Depending on the nature of the risk, a mitigation plan would be developed to reduce risk levels. All risks are continuously monitored throughout the year, and updated where there may be changes in legislation, markets, business or the environment.
	Overall Risk Management Describe how processes for identifying, assessing, and managing climate-related risks are integrated into the organization’s overall risk management.	TD SYNEX’s Enterprise Risk Assessment is performed annually with the benefit of the continuous identification and assessment of risk throughout the year. Our climate-related risks alongside and within other corporate risks are assessed via our Enterprise Risk Management process. The risk register is reviewed and assessed by the Executive Leadership Team as well as Regional Presidents and key Functional Directors across the regions. Additionally, specific or emerging risks not on the risk register are also reviewed during a follow-up interview within the assessment process. A risk level is then given to each risk.

Disclosure Focus Area	Recommendation	2023 Response								
Metrics and Targets Disclose the metrics and targets used to assess and manage relevant climate-related risks and opportunities where such information is material.	Metrics Disclose the metrics used by the organization to assess climate-related risks and opportunities in line with its strategy and risk management process.	Our climate-related metrics are published annually in our corporate citizenship report. We publish our carbon emissions for Scope 1 and 2 (metric tons of CO₂e), and our total and renewable energy consumption (MWh). We also monitor these metrics against our targets. We are looking into tracking our OPEX, CAPEX, and revenue from sustainable economic activities following a global taxonomy such as the EU Taxonomy.								
	Scope 1, 2 and 3 emissions Disclose Scope 1 and 2, greenhouse gas (GHG) emissions, and the related risks.	FY2023 Carbon Emissions:²² <table><tr><th>Carbon Emissions</th><th>Metric tons of CO₂e</th></tr><tr><td>Scope 1</td><td>11,767</td></tr><tr><td>Scope 2, location-based</td><td>32,083</td></tr><tr><td>Scope 2, market-based</td><td>26,221</td></tr></table> We have conducted a Scope 3 inventory for our base year and are currently in the process of improving our carbon accounting and conducting one for FY2023. We expect to publish our Scope 3 inventories to CDP.	Carbon Emissions	Metric tons of CO ₂ e	Scope 1	11,767	Scope 2, location-based	32,083	Scope 2, market-based	26,221
	Carbon Emissions	Metric tons of CO ₂ e								
Scope 1	11,767									
Scope 2, location-based	32,083									
Scope 2, market-based	26,221									
Targets Describe the targets used by the organization to manage climate-related risks and opportunities and performance against targets.	TD SYNEX has committed to following the Science Based Targets: By 2028: • 90% of our suppliers by spend covering purchased goods and services, will have science-based targets. • 58% of our customers by revenue covering use of sold products, will have science-based targets. By 2030: • Reduce absolute Scope 1 & 2 GHG emissions by 42%.²³ By 2045: • Reach net-zero GHG emissions across the value chain.²⁴									

²² Please refer to [page 45](#) for GHG Inventory disclaimer.

²³ Reduction will be measured from a 2022 base year.

²⁴ Our SBTi Net Zero target excludes the usage of refrigerant, other fuels and purchased heating from the target boundary due to their minimal presence across our various facilities.

Type	Driver	Potential Financial Impact	Risk Management Strategy
Transitional Climate-Related Risks			
Policy and Legal	Enhanced climate-related reporting obligations	Climate-related reporting regulations have had increasing requirements over the past few years, with varied requirements by country or regions. Several climate-related regulations, such as the Corporate Sustainability Reporting Directive (CSRD), have new frameworks and more detailed metrics. As enhancements are continuously updated, we are exposed to the possibility of increased operational cost, penalties and business disruption from insufficient alignment to growing requirements.	• TD SYNnex monitors the latest regulations globally and regionally to understand their potential impact on our business, proactively having internal discussions on the interoperability of the various sustainability reporting frameworks. • TD SYNnex has invested in a carbon accounting tool to ensure a more precise and streamlined data collection process that will support robust reporting.
Technology	Substitution of existing products and services with lower carbon alternatives	Technology is constantly developing and there has been a growing demand for products and services that are deemed more sustainable. As a distributor and aggregator of technology products and solutions, our offerings are constantly pitted against competitors and there is a risk of loss of business to those who can offer more sustainability attributes.	• TD SYNnex has established a Circular Economy Tower, which works on expanding and improving our circular economy services, such as our device trade-in program (TD SYNnex Renew) and our sustainable subscription solution, Tech as a Service (TaaS). The tower is also exploring how to further increase the use rates of assets we sell, recycling the materials used to make them, and avoiding waste.

Type	Driver	Potential Financial Impact	Risk Management Strategy
Market	Changing customer behavior	There have been shifts in the market toward alignment with a net-zero future, resulting in more climate-aware partners and customers who seek more sustainable business practices and offerings. There is increasing pressure from partners to accelerate efforts in making both the business and supply chain more sustainable. There is a risk that the rate of market forces toward more climate-friendly practices results in a loss of business or increased costs from these changing demands.	• TD SYNEX, through our education and thought leadership pillar, maintains collaboration within the supply chain, particularly with stakeholders who are also aligned to a net-zero future. This allows us to maintain a good pulse on best practices and demands of the industry, allowing us to further grow our sustainable services. • TD SYNEX has established a Sustainable Transportation and Logistics Tower, where we are working with our supply chain to offer more environmentally friendly logistics services. We are looking for and encouraging lower carbon alternatives for fossil powered transportation modes. We are also working with vendors to reduce package weight and size with the goal of increasing load factors and reducing transportation emissions per delivered product.
Reputation	Increased stakeholder concern or negative stakeholder feedback	Stakeholders increasingly recognize the importance of incorporating ESG into long-term strategy to remain competitive, improve profitability and drive innovation. This has also resulted in a growth of ESG criteria and standards that corporations are held up to. There is a risk of increased costs from adhering to these growing standards while ensuring that any negative concerns are proactively mitigated and managed.	• TD SYNEX, through our sustainability metrics and reporting pillar, keeps track of the latest industry standards for ESG. We also work to incorporate them, where possible and applicable, into our long-term strategy to ensure that we are aligned with the latest standards and science.

Type	Driver	Potential Financial Impact	Risk Management Strategy
Physical Climate-Related Risks			
Acute Physical	Wildfires Storms Flooding Extreme temperatures Severe wind	As a distributor of hardware with offices and warehouses, TD SYNEX is exposed to a variety of acute physical climate-related impacts that can cause property damage to our facilities, health and safety concern for our co-workers and disruptions to our logistics network. This can result in a financial impact to adapt and respond to any events. All facilities under TD SYNEX are assessed for their exposure to acute physical climate risks with varying exposure identified.	All facilities under TD SYNEX are assessed annually for their exposure to acute and chronic physical climate risks using natural hazard risk maps that have forward-looking analysis accounting for changing climatic dynamics to have more accurate forecasts on potential exposures. All sites have a property Risk Management Plan in place that is reviewed and verified by technical experts.
Chronic Physical	Rising sea levels Rising temperatures	Changing climatic dynamics place long-term and increasing financial and physical pressure on TD SYNEX's assets as they are exposed to these chronic risks, which can vary greatly across the regions we operate in. All facilities under TD SYNEX are assessed for their exposure to chronic physical climate risks with varying exposure identified.	

Type	Opportunity	Potential Financial Impact	Strategy
Climate-Related Opportunities			
Resource Efficiency	Use of more efficient sites	With 168 distribution and administrative facilities globally, there is opportunity for us to gain significant operational cost savings by enhancing efficiencies in resource usage, particularly in utilities.	• TD SYNEX has developed sustainable criteria for our global real estate team to use to evaluate new location opportunities including factors such as energy, water and waste efficiency design, access to renewable energy and sustainable building certification. Sites with more sustainable criteria are prioritized for leasing. • TD SYNEX, under our culture pillar, has expanded our Green Teams network to close to 40 teams who engage with their co-workers to inculcate sustainability habits and where some have led initiatives to identify areas at their sites to reduce operational carbon emissions.
	Use of more efficient distribution processes	As a distribution firm, our revenue is dependent on the efficiency of our distribution processes. Investment and refinement of the process will allow us to improve our performance and increase revenue.	• TD SYNEX's distribution processes are highly automated to ensure timely order fulfillment and accuracy and enhance the efficiency of our warehouse operations and back-office administration. We track multiple performance measurements to continuously improve the efficiency and capabilities of our distribution operations. Our proprietary IT systems and processes enable us to automate many of our distribution operations.
Energy Source	Use of lower-emissions sources of energy	Moving to lower energy systems helps us to reduce the risks associated with exposure to fluctuating fossil fuel prices and future carbon taxes. By investing in renewable infrastructure, long-term returns are to be anticipated.	• TD SYNEX is shifting toward more renewable energy systems and we are looking for opportunities to upgrade our facilities with sustainable attributes as our contracts and local infrastructure allow. We are investing in the refurbishment of our existing locations and adding new features such as solar panels and electric vehicle (EV) infrastructure. On top of this, most of our facilities in the U.K., Spain, Italy and the Czech Republic have shifted to certified, renewable-generated electricity.

Multiline and Specialty Retailers & Distributors					
Topic	Accounting Metric	Category	Unit of Measure	Code	2023 Response
Energy Management in Retail & Distribution ²⁶	(1) Total energy consumed, (2) percentage grid electricity, (3) percentage renewable electricity	Quantitative	Megawatt hour (MWh), Percentage (%)	CG-MR-130a.1	1. Total energy consumed in 2023: Approximately 167,734 MWh 2. Percentage grid electricity: Approximately 69% 3. Percentage renewable electricity: Approximately 31%
Data Security	Description of approach to identifying and addressing data security risks	Discussion and Analysis	n/a	CG-MR-230a.1	Our Cyber Defense Center, staffed by security experts, monitors and responds to threats in real time. The team uses advanced tools, including machine-learning and deep-learning AI systems, that improve threat detection by learning to distinguish false alarms from real threats over time. We take a proactive approach, conducting periodic simulations to rehearse and validate the effectiveness of our controls. Any suspected security issues are promptly reported for appropriate action. For further information, see the Safeguarding Privacy and Data section of our Corporate Citizenship Report.
Labor Practices	Total amount of monetary losses as a result of legal proceedings associated with labor law violations	Quantitative	Presentation currency	CG-MR-310a.3	2023 Form 10-K, Legal Proceedings, p. 29

²⁵ TD SYNnex is reporting in alignment with currently available frameworks and will continue to monitor The International Sustainability Standards Board (ISSB) framework development. We will align with the unified framework once it becomes available from the IFRS Foundation.

²⁶ Please refer to page 45 for energy and electricity use disclaimer.

Multiline and Specialty Retailers & Distributors					
Topic	Accounting Metric	Category	Unit of Measure	Code	2023 Response
Workforce Diversity & Inclusion	Percentage of (1) gender and (2) diversity group representation for (a) executive management, (b) non-executive management, and (c) all other employees	Quantitative	Percentage (%)	CG-MR-330a.1	2023 Corporate Citizenship Report > Appendix > Sustainability Data Summary
	Total amount of monetary losses as a result of legal proceedings associated with employment discrimination	Quantitative	Presentation currency	CG-MR-330a.2	2023 Form 10-K, Legal Proceedings, p. 29
Product Sourcing, Packaging & Marketing	Discussion of processes to assess and manage risks or hazards associated with chemicals in products	Discussion and Analysis	n/a	CG-MR-410a.2	2023 Corporate Citizenship Report > Environmental Sustainability > The Circular Economy
	Discussion of strategies to reduce the environmental impact of packaging	Discussion and Analysis	n/a	CG-MR-410a.3	2023 Corporate Citizenship Report > Environmental Sustainability > The Circular Economy

United Nations Sustainable Development Goals (UN SDGs)

Goal	Most Relevant Targets	Examples of Impact in 2023
Goal 4. Ensure inclusive and equitable quality education and promote lifelong learning opportunities for all (Quality Education)	4.4 By 2030, substantially increase the number of youth and adults who have relevant skills, including technical and vocational skills, for employment, decent jobs and entrepreneurship	In FY2023, we continued to grow our impact not only through our work but by sharing our collective resources, time and expertise. Our Community Relations program is structured around the pillars of Digital Divide, Children and Wellness, in which we strive to engage our co-workers and neighbors to help make life better for those in need. At TD SYNnex, we're working to bridge the digital divide by expanding access to literacy programs and digital devices. Additionally, we support programs that provide children with the tools and resources they need to succeed. In FY2023, nearly 200,000 children participated in our literacy programs. To combat the issue of food insecurity, we engage with local organizations that focus on providing food security to the communities in which we operate. 2023 Corporate Citizenship Report > Social Responsibility > Engaging Our Local Communities
Goal 5. Achieve gender equality and empower all women and girls (Gender Equality)	5.5 Ensure women's full and effective participation and equal opportunities for leadership at all levels of decision-making in political, economic and public life	Our DEI strategy guides us to build a diverse and talented workforce. To drive progress, we launched a new inclusive recruitment commitment in FY2023. The commitment applies to all external hires for roles at the people manager level or above and requires global hiring managers to ensure women represent at least half of their candidate slates. U.S. hiring managers must ensure that at least half of each candidate slate includes female, Black and/or Hispanic candidates. To hold hiring managers accountable, those who wish to move forward with a candidate outside of these stipulations must receive approval from a member of our executive leadership team. Since launching this initiative in January 2023, approximately 50% of our new hires have been women and/or people from minority groups. 2023 Corporate Citizenship Report > Social Responsibility > Creating a Culture Where Everyone Feels Connected

Goal	Most Relevant Targets	Examples of Impact in 2023
Goal 8. Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all (Decent Work and Economic Growth)	8.8 Protect labor rights and promote safe and secure working environments for all workers, including migrant workers, in particular women migrants, and those in precarious employment	Our values of inclusion, collaboration, integrity and excellence shape our approach to corporate governance. They guide us to be accountable for our performance, transparent with our stakeholders and committed to doing what’s right. We’re helping our co-workers put these values into action by building a culture where ethics and compliance are top of mind. Our business depends on our ability to attract, retain and develop top talent. That’s why we focus on providing resources to help our co-workers do their best work. We want TD SYNEX to be a place where people can be happy, healthy and safe — a place where they can succeed in their roles while continuing to grow. In FY2023, we focused on expanding opportunities for our co-workers to learn, develop and lead. We also enhanced our ability to support the many dimensions of well-being for our co-workers worldwide. 2023 Corporate Citizenship Report > Corporate Governance > Putting Servant Leadership Into Practice 2023 Corporate Citizenship Report > Social Responsibility > Empowering People to Be at Their Best
Goal 9. Build resilient infrastructure, promote inclusive and sustainable industrialization and foster innovation (Industry, Innovation and Infrastructure)	9.b Support domestic technology development, research and innovation in developing countries, including by ensuring a conducive policy environment for, inter alia, industrial diversification and value addition to commodities	The technology ecosystem is as complex as it is critical, requiring specialized expertise from many kinds of organizations such as vendors, distributors and resellers. Together, we deliver hardware, such as laptops; software, such as cybersecurity solutions; and services, such as data storage and many more. TD SYNEX sits in the middle of it all, ideally positioned to orchestrate and influence the future of sustainability industrywide. 2023 Corporate Citizenship Report> Introduction> Putting Corporate Citizenship to Work

Goal	Most Relevant Targets	Examples of Impact in 2023
Goal 12. Ensure sustainable consumption and production patterns (Responsible Consumption and Production)	12.2 By 2030, achieve the sustainable management and efficient use of natural resources	At heart, TD SYNnex is a solutions company driven to deliver transformative results. Through our Corporate Citizenship program, we’re applying that strength to unlock progress toward key environmental goals. We’re committed to expanding the circular economy, sharing our sustainability insights and achieving net-zero GHGs in our global operations by 2045. By engaging our global co-workers and channel partners, we aspire to advance environmental sustainability — not only at TD SYNnex, but industrywide. By measuring our performance, we can identify where we’re making environmental progress and how we can continue to improve. This also equips us with insights that we can share with co-workers, customers, partners, shareholders, regulators and other stakeholders. As we continue to deepen our sustainability efforts, we strive to be accountable and transparent each step of the way. The stories and data shared throughout this report reflect that commitment. 2023 Corporate Citizenship Report > Environmental Sustainability > Sustainability Metrics and Reporting
	12.5 By 2030, substantially reduce waste generation through prevention, reduction, recycling and reuse	At TD SYNnex, the circular economy is one of our two towers of specialization — areas where we’re uniquely positioned to advance sustainable change. As the world’s largest IT distributor, we leverage relationships with thousands of vendors and customers to intervene in linear systems of e-waste management in favor of circular models. Three of our businesses — PCW, Shyft Global and TD SYNnex Renew — provide customers with IT Asset Disposition services including redistribution, refurbishment, recycling and more. In FY2023, we continued to embed and promote circular economy principles by expanding our IT Asset Disposition services and partnering on renew and refurbishment programs with companies such as Google, Xbox and Microsoft. 2023 Corporate Citizenship Report > Environmental Sustainability > The Circular Economy

Goal	Most Relevant Targets	Examples of Impact in 2023
Goal 13. Take urgent action to combat climate change and its impacts (Climate Action)	13.2 Integrate climate change measures into national policies, strategies and planning	Our corporate sustainability strategy accounts for various factors and qualitative climate scenarios. We plan to execute a more specific and robust climate-related scenario analysis with the support of market leading experts in the near future. We also continuously review our specific climate-related physical risks and the mitigation measures needed to manage the associated impacts in alignment with the latest science. 2023 Corporate Citizenship Report > introduction > Our Corporate Citizenship Commitments 2023 Corporate Citizenship Report > Environmental Sustainability > Climate Mitigation and Greenhouse Gases



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April 2, 2025

Region 4 Education Service Center
Finance and Operations
7145 West Tidwell Road
Houston, TX 77092

RE: Authorized Vendor in Response to RFP: 25-03 Cyber Solutions RFP - Region 4 ESC

To Whom it May Concern,

This is to certify that TD Synnex is an authorized distributor of the products manufactured by Palo Alto Networks to all Omnia eligible customers.

TD Synnex is authorized to sell all Palo Alto Networks products under the terms and conditions of the Omnia Contract (RFP: 25-03 Cyber Solutions RFP - Region 4 ESC).

For verification purposes, the following information may be used and/or contacted:

Point of Contact Name:	<u>Lauren Aloway</u>
Point of Contact Mailing Address:	<u>3000 Tannery Way</u> <u>Santa Clara, CA 95054</u>
Point of Contact Phone Number:	<u>408-941-3782</u>
Point of Contact Email:	<u>laloway@paloaltonetworks.com</u>

If you have any questions regarding our partnership, please contact the above listed Point of Contact.

Sincerely,

lauren aloway

Name: Lauren Aloway Title: Sr. GTM
Manager – Public Sector Contracts



Company Overview

Palo Alto Networks, Inc. is a global cybersecurity provider with a vision of a world where each day is safer and more secure than the one before. We were incorporated in 2005 and are headquartered in Santa Clara, California. Palo Alto Networks was founded in 2005, released our first product in 2007 and priced our Initial Public Offering (IPO) in 2012.

We empower enterprises, service providers, and government entities to secure all users, applications, data, networks and devices with comprehensive visibility and context continuously across all locations. We deliver cybersecurity products covering a broad range of use cases, enabling our end-customers to secure their networks, remote workforce, access to the service edge, branch locations, public and private clouds, and to advance their Security Operations Centers ("SOC"). **We believe our portfolio offers advanced prevention and security, while reducing the total cost of ownership for organizations by improving operational efficiency and eliminating the need for siloed point products.** We do this with solutions focused on delivering value in three fundamental areas:

Secure the Enterprise:

- Secure the network through our ML-powered Next-Generation Firewalls, available in a number of form factors, including physical, virtual and containerized appliances, as well as a cloud-delivered service, with Panorama management available as an appliance or as a virtual machine for the public or private cloud. This also includes security services such as Threat Prevention, WildFire, URL Filtering, DNS Security, IoT Security, GlobalProtect, SD-WAN and Data Loss Prevention that are delivered as SaaS subscriptions to our ML-powered Next-Generation Firewalls.

Secure the Cloud:

- Secure the cloud through our Prisma security offerings, such as Prisma Cloud, the industry's most comprehensive Cloud Native Security Platform ("CNSP"), protecting applications, data and the entire cloud native technology stack, throughout the full development lifecycle and across multi- and hybrid- cloud environments, Prisma SaaS for protecting SaaS applications, Prisma Access, a comprehensive Secure Access Service Edge ("SASE") offering, that, together with CloudGenix SD-WAN, securing SD-WAN to enable the cloud delivered branch, and VM-Series and CN-Series for inline network security in multi- and hybrid- cloud environments.

Secure the Future:

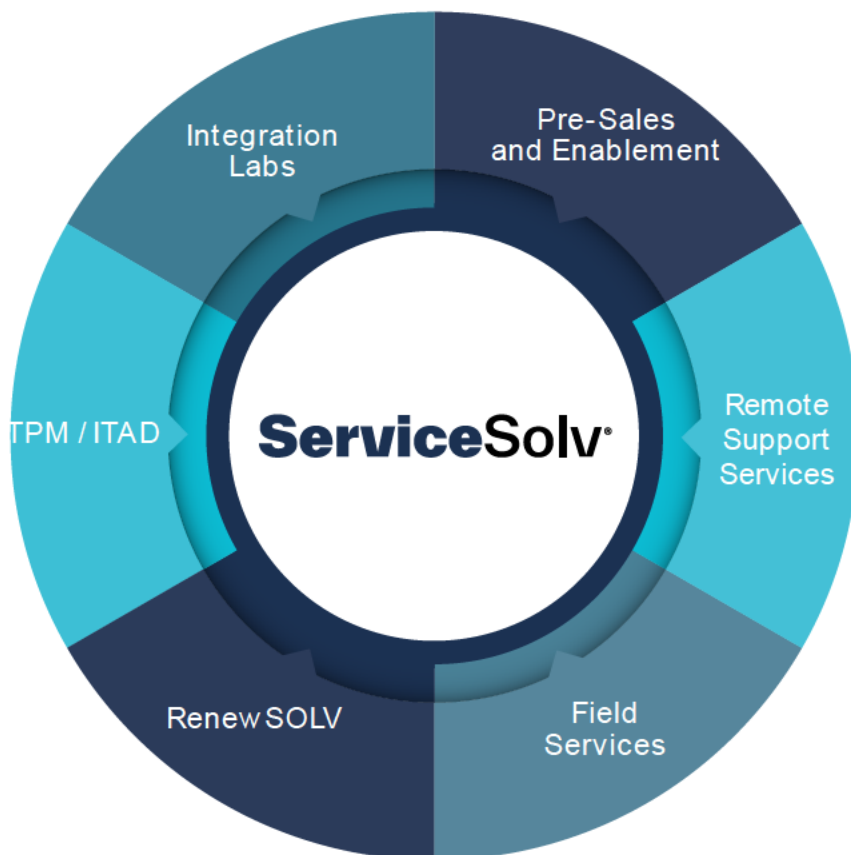
- Secure the future of security operations through our Cortex security offerings, which includes Cortex XDR for prevention, detection and response, Cortex XSOAR for security orchestration, automation and response ("SOAR"), AutoFocus for threat intelligence, and Cortex Data Lake to collect and integrate security data for analytics. These products are delivered as software or SaaS subscriptions.

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TD SYNnex ServiceSolv: Easy to Buy, Easy to Sell



Complete Lifecycle Services End-to-End Solutions



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See next page for full list of our services.

Pre-Sales Design

- Specific Vendor/ Partner Service Level Agreements SLAs
- Standard Measurement Systems and Metrics
- Vendor Specific Key Performance Indicator KPI
- Cross Sell/ Upsell
- Multi-Vendor Solutions
- Promote Demos / Internal Training
- Technical Certification Management

Pre-Sales Enablement

- Reseller Engaged in Delivering Vendor Programs and Training
- Hosting Webex, Training, Technical Business Development
- Attending Technical Conferences and Partner Meetings
- Vendor Roadmap Planning
- Vendor-Specific KPI
- Proactive Vendor Engagement
- Identify Services for End-to-end Solutions
- Providing Demos for Proof of Value, Hands-On Education, Testing of a Specific Environment

Solution Centers

- Seven locations in the US and Canada
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- Guided Solutions and Training
- Multi-Vendor Cloud-Enabled Solutions
- Cyber Range Focused on Security

RENEW Solv

- Multi-Vendor, End-To-End Solutions, Provided to Our Partners via an Online Dashboard.
- Continuous and Recurring Pipeline of Warranty and License Opportunities
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- Weekly Automated Updates and Reminders of Pending Opportunities

Managed Services

- 24x7 Remote Monitoring and Alerting
- Remote Remediation
- Patch Management
- Help Desk Support
- NOC
- SOC

Education

- Public and Private Trainings
- Onsite or Virtual Classes
- Access to:
 - Vendor and IT Certification Training
 - Business Skills Training

Software and Cloud Services

- Consulting, Assessments and Well-Architected Reviews
- Cloud Migration (From On-Premises and Cloud-to-Cloud)
- Cloud Implementation Consulting
- Virtual Desktop Implementation
- Application Development and Modernization
- Artificial Intelligence and Machine Learning
- Automation
- DevOps Consulting (Pipelines, CI/ CD)
- Container Consulting
- Software-defined Networking
- CRM/ ERP Implementation and Integration
- Custom Integrations (Anything-to-Anything)
- Custom Web Development
- Ongoing Support
- Change Management
- Training

Assembly & Configuration

- Custom Hardware Services
 - Client Devices
 - Data Center
 - UCC/ Collaboration
- Imaging and Provisioning
- Software / OS Load
- Valued Added Services
 - Asset Tagging, Labeling, Etching Solutions
 - Bundling, Packaging, Collateral Insertion
 - Burn-In/ Diagnostic Testing
- Staging & Logistics
- Project Management
- Last Mile Delivery
- Testing & Training

ITAD Services

- Asset Buyback
- Data and Physical Destruction
- Recycling

Field Services

- Professional Audio-Visual
- Cabling
- Digital Signage
- Fleet Services
- Telephony
- Point of Sale
- Onsite Installation and Configuration
- Wireless Networking and Site Survey
- Physical Security
- Smart Hands

Professional Services

- Remote Deployment
- Implementation
- Adoption Services and Consultancy
- Health Check and Configuration Audits
- Migrations and Updates
- Project Management
- Data Center Transformation

Annual Maintenance and Warranty Services

- Print
- Data Center
- Compute
- Point-of-Sale

GoldSeal®Support Maintenance Solution

- Product Maintenance Package
- Vendor Authorized OEM Support
- 24/ 7 Technical Support
- Engineered to Site / Hardware Replacement
- Available for:
 - Avaya, IP Office
 - Polycom
 - Palo Alto Networks
 - Ribbon Communications (Sonus)

Security Assessments

- Vulnerability Assessments
- Penetration Testing
- Incident Response and Remediation
- Compliance Readiness
- vCISO

Additional Services

- IOR / EOR
- Staff Augmentation

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For more information, contact our team today via email, servicebd@tdsynnex.com or call 877-358-5505, option # 1



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2CRSI	AEOVE CORP	AP GLOBAL INC. DBA	AVERMEDIA TECHNOLOGIES INC.
2K	AFCO SYSTEMS, INC.	APARAVI	AVIVA SOLUTIONS INC.
321GOCHECK	AFL IG LLC DBA AFL HYPERSCALE	APRYSE SOFTWARE	AVOCOR
3 BALD, LLC DBA DRONE U	AG GRID LTD	CORPORATION	AVSYSTEM SP. J.
3DCONNEXION	AG ANTENNA GROUP, LLC	ACCESSORIES POWER	AVTEQ
3M	AGARI DATA, INC.	AOC	AWARENESS TECHNOLOGIES
3S SYSTEM TECHNOLOGY INC.	AGOSTO INC.	APC	AXE DEEL LLC
6CLICKS NETWORKS	AIC	APOGEE INC. DBA KANEX	AXIAD – PUBSEC*
65BIT SOFTWARE LIMITED	AIRESPRING	APORETO, INC.	AXIOM
7Signal SOLUTIONS INC.	AIRGAIN, INC.	APPAEGIS	AXIS
802 SECURE / LOCH	AIRGAP NETWORKS	APPENTUS TECHNOLOGIES	AXONIUS, INC.
888 DIGITAL	AIRISTA	APPGUARD INC.	AXXONSOFT
8 X 8 INC..	AIRSHIP INDUSTRIES	APPLE	AZIO
911INFORM	AIRSLATE, INC.	APPOMNI INC.	AZULLE
	AIRTAME INC.	APPRIVER, LLC	
A-DATA	AKITIO	APPVIEWX, INC.	BACKBOX SOFTWARE
AAT DATA	AKULAR	APRICORN	BARCO
A2C SERVICES LTD	ALCATEL-LUCENT ENTERPRISES	APSTRA, INC.	BARRACUDA
A2C SERVICES LTD DBA CIRCULAR	ALE USA INC.	AQUANTY	BARRICAID
COMPUTING	ALERATEC	AQUA SECURITY	BASF CORPORATION
AACIS INVESTMENTS, INC. DBA	ALERT LOGIC, INC.	AQUA SYSTEMS INC.	BATTERY TC
ALPHAGRAPHS	ALGO COMMUNICATION	AQUERA INC.	BAY PRESS & PACKAGING (CM19)
AAEON	PRODUCTS LTD.	AR DATA	BCD VIDEO
AAVA MOBILE	ALGOSEC	ARBOR NETWORKS	BCM TECHNOLOGY, INC. DBA BCM
ABBY USA	ALIENVAULT	ARCLYTE TECHNOLOGIES, INC.	ADVANCED
ABSEN	ALIVE STUDIOS, LLC	ARCTIC, INC.	RESEARCH
ABSOLUTE SOFTWARE	ALLGRESS, INC.	AREA 1 SECURITY, INC.	BEAM LIVE
ACALVIO TECHNOLOGIES	ALLIANCE CORPORATION	ARECA TECHNOLOGY CORP.	BEAM MOBILE
ACCELTEX	ALLIED TELESIS	ARES	BECRYPT INC.
ACCESS CHANNEL	ALLOCACOC CORP. USA	ARISTA NETWORKS	BELKIN INTERNATIONAL
ACCESS DATA CORPORATION	ALLOT	ARLINGTON INDUSTRIES INC.	BENQ
ACCORDO INC.	ALLROUND AUTOMATIONS	ARLO	BENSUSSEN DEUTSCH &
ACCORTEC INC.	ALLSOP	ARMORPOINT	ASSOCIATES, LLC. DBA
ACCUKNOX	ALPHAPOINTE ASSOCIATION FOR	ARMOR-X LTD	POWERA
ACCUTECH DATA SUPPLIES	THE BLIND	ARTISIGHT	BEPOZ AMERICA LLC
ACECAD DIGITAL CORP	ALTA INC.	ARVIZIO	BEST MINDS
ACER	ALTAIR ENGINEERING	ARXSCAN	BEST DATA PRODUCTS, INC.
ACHIEVE UNITE	ALTARO LIMITED	ASCOM WIRELESS SOLUTIONS	BETHESDA SOFTWARES INC.
ACHORE	ALTERYX	ASC TECHNOLOGIES	BEYOND TECHNOLOGY
ACT-ON SOFTWARE	ALTERNATIVE TECHNOLOGY	ASG TECHNOLOGIES GROUP, INC.	BEYONDRUST CORP
ACTIFI O	SOLUTIONS	ASPECT SOFTWARE, INC.	BGZ BRANDS
ACTION CS	ALTIGEN COMMUNICATIONS	ASSA ABLOY RESIDENTIAL GROUP,	BINARYEDGE AG
ACTIONTECH (CAMBRIDGE)	ALTOVA	INC. DBA YALE	BINARYNOW
ACTIVE COUNTERMEASURES	ALTRONIX CORP.	RESIDENTIAL ASSOCIATION FOR	BIODATAI
ACTIVISION	ALTUS INDUSTRIES	THE BLIND &	BIOMETRIC
ACTSOFT INC.	ALURATEK	VISUALLY	BITDEFENDER
ACUANT INC.	ALVARIA, INC.	ASSET PANDA	BITS LIMITED
ADAPTIVE PROTOCOLS, INC. DBA	AMAZON	ASUS	BITSIGHT
ADAPTIVA, INC	AMBIR TECH	ASUSTOR	BITTITAN
ADDIGY, INC.	AMBULANT	AT&T	BITWARDEN, INC.
ADDMASTER	AMCREST INDUSTRIES, LLC	ATDEC	BLACK BOX CORPORATION
ADE, INC.	AMD	ATEL	BLACKBERRY
ADESSO	AMER.COM	ATEN TECHNOLOGY	BLACKDUCK
ADLINK TECHNOLOGY, INC.	AMERICAN INDUSTRIAL SYSTEMS	ATERA	BLACKPOINT HOLDINGS
ADDON	INC.	ATSGN	BLAIR TECHNOLOGY GROUP LLC
ADMINWARE SOFTWARE PRIVATE	AMERICAN MICROSYSTEMS LTD.	ATTO TECH	BLINK
LIMITED	AMERICAN PRISON DATA SYSTEMS	AUDIODCODES	BLOCK 64
ADREM SOFTWARE, INC.	AMERICAN TECHNICAL FURNITURE	AUDIOFETCH, INC.	BLOCK ARMOUR
ADVANCED DIGITAL SOLUTIONS	- STRATEGIC	AURORA MULTIMEDIA CORP.	BLUE COAT SYSTEMS
INT'L	AMERICAN TELECONFERENCING	AUSLOGICS	BLUE MICRO
ADVANCED ELECTRONIC DESIGN,	SERVICES, LTD DBA	AUTEL ROBOTICS USA LLC	BLUE PLANET
INC.	PREMIERE GLOBAL	AUTHEN2CATE, LLC	BLUE WAVE MICRO
ADVANCED INDUSTRIAL	AMERICAN WELL CORPORATION	AUTHLOGICS PART OF CURVE	BLUECAT
COMPUTER	AMICO ACCESSORIES	GROUP	BLUEFORCE DEVELOPMENT
ADVANCED INPUT DEVICES, INC.	AMPEDUP! NETWORKS	AUTHOMIZE	CORPORATION
DBA ADVANCED	AMPHENOL TCS	AUTODESK	BLUESTAR
INPUT SYSTEMS	AMPLIFORCE	AUTOMATION ANYWHERE	BLUMIRA
ADVANCED INTELLIGENCE	AMPLIVOX SOUND SYSTEMS, LLC	AUTOPILOT WORKFLOW	BLUVECTOR, INC.
ADVANCED METAL SOLUTIONS.	AMWELL	SOLUTIONS	BOGEN COMMUNICATIONS
INC.	AMX	AUVIK	BOLD DATA TECHNOLOGIES
ADVANCED PROGRAMS, INC	AMZER	AVANQUEST NORTH AMERICA INC.	BOSCH
ADVANCED VM SOLUTIONS	ANCHORE	AVAYA	BOSE
ADVANTAGE ADLS	ANDREA ELECTRONICS	AVAGO	BOUNCEPAD NORTH AMERICA,
ADVANTECH TECHNOLOGIES	ANTOP	AVAIL FORENSICS	INC.



BOX.IT DESIGNS LTD	CHAMPION APPLE REMAN PRODUCTION	CONNECTWISE	CYNERIO
BRADLEY NAMEPLATE CORP	CHAMPION COMPUTER PROD, INC.	CONVERGED NETWORK SERVICES GROUP, A NORTH	CYNET
BRADY PEOPLE ID (CPI)	CHAMPION/REMAN	CAROLINA CORP	
BRADY WORLDWIDE	CHANNELSOLV, LLC	CONVERGIA	D3 SECURITY MGMT. SYSTEMS
BRAINBOXES LLC	CHANX INC.,	COOLER MASTER CO.	D-LINK
BRAINSTORM DBA SKYTECH GAMING	CHARGETECH ENTERPRISES LLC	COOLJAG USA	DA-LITE
BRAND MANAGEMENT GROUP, LLC	CHATSWORTH	CORE BRANDS, LLC DBA GEFFEN INC.	DAHLE NORTH AMERICA, INC.
BRENTHAVEN	CHECK PNT	COREL	DAIKON ELECTRONICS, INC.
BRETFORD	CHECKMK	COREVIEW	DAMAC PRODUCTS LLC
BRIDGE COMMUNICATIONS, LLC	CHELSIO	CORL TECHNOLOGIES	DANTONA INDUSTRIES INC.
BRIGHTSIGN LLC	CHENBRO	CORLINK - STRATEGIC	DAON
BRILLIANT INK AND TONER	CHERRY CORPORATION	CORNELIS NETWORKS	DATA CENTER MAINTENANCE, LLC
BRITIVE INC.	CHIEF MANF	CORNER PRODUCTS CO	DATA DIRECT NETWORKS*
BROADCOM/SYMANTEC	CHIPOLLO	CORNING - STRATEGIC	DATA DYNAMICS
BROADSOFT INC.	CHIRONIX	CORSA TECHNOLOGY	DATA PRODUCTS
BROCADE	CHOOCH	CORSAIR	DATA ROBOTICS, INC.
BROTHER	CI SECURITY	COSOSYS	DATA STORAGE SOFTWARE LAB D/B/A OPEN-E, INC.
BROTHER MOBILE	CIENA	COURTCALL	DATACORE SOFTWARE CORPORATION
BSC GLOBAL INC.	CIG	CPACKET	DATALOCKER
BSQUARE CORPORATION	CIGENT TECHNOLOGIES	CPR TOOLS INC.	DATALOGIC
BT AMERICAS INC.	CIPHERTEXT	CRADLEPOINT, INC.	DATAMATION
BUFFALO	CIMITRA	CRAFTUNIQUE LLC	DATAMAX
BUGCROWD	CIRCULAR COMPUTING	CRAVINGS COMPS LLC	DATAMINR
BULL CREEK	CIS SECURE COMPUTING, INC.	CRAVINGS COMPS LLC	DATARAM
BUNCEE	CISCO	CREATION 4MATION INC. DBA CASEMATIX	DATASPAN
BURGESS COMPUTER DECISIONS, INC.	CLARIVATE ANALYTICS (US) LLC	CREATIVE LABS	DATAZOOM CORP
BUSINESS LOGIC CORPORATION	CLAROTY	CREATIVE REALITIES, INC.	DBRAND
BUSINESS MACHINE SECURITY, INC.	CLASS	CREATIVE SOURCING INTERNATIONAL	DEEP COOL
BUURST	CLEAR ONE	CREATIVESTAR SOLUTION INC.	DEEP INSTINCT
BYOS	CLEAR TOUCH	CRITICAL START INC.	DEFINITIVE TECHNOLOGY GROUP
BYTECC INC.	CLEER	CROSSTEC	DELL
	CLEVERTECH	CROSSVALE, INC.	DELTA TECHNOLOGY LIMITED DBA VXL INSTRUMENTS INC.
	CLICK GO AND BUY INC.	CROSSWARE LIMITED	DEPLOYABLE SYSTEMS INC.
	CLIPTRAINING	CROWDSTRIKE	DEPOT INTERNATIONAL
	CLOUD COVER MEDIA	CRU ACQUISITION GROUP	DEPOT INTERNATIONAL ENTERPRISE
	CLOUD RANGE CYBER	CRU DATA SECURITY GROUP, LLC (DIGISTOR)	DESTRUCTDATA, INC.
	CLOUDERA	CRU DATA SECURITY GROUP, LLC (IOSAFE)	DEVICIE*
	CLOUDFLARE	CRYSTALFONTZ AMERICA, INC.	DEVO TECHNOLOGY
	CLOUDFLIES	CSG	DEVOLUTIONS INC.
	CLOUDHESIVE*	CTADIGITAL	DEVTRON
	CLOUDM	CTCI	DEXXXON DIGITAL STORAGE, INC.
	CLOUDSAVER*	CTELO	DH COMMERCE LLC DBA STREAMLINE DISTRIBUTORS
	CLOUDSCANN	CTERA	DH2I COMPANY
	CLOVER IMAGING GROUP, LLC	CTERA NETWORKS LTD	DIALECTIC DISTRIBUTION LLC
	CLUB 3D B.V	CTL	DIALOGIC, INC.
	CNB COMPUTERS INC.	CTRL IQ, INC.	DIGI
	COBWEBS AMERICA	CUBRO	DIGISTOR
	CODE CORP	CUREMD	DIGITAL CONTROLS CORP
	COFAN USA, INC.	CURRENTWARE	DIGITAL DATA
	COFENSE INC.	CURV GROUP (KEYSMART)	DIGITALEX
	COGNITIVE SOLUTIONS	CUSTODIA	DIGITAL GUARDIAN INC.
	COGNNI	CYBELANGEL USA INC.	DIGITAL HIGHWAY, INC.
	COHESITY	CYBERARK	DIGITAL PERSONA
	COLLAB9	CYBERLINK.COM CORP	DIGITAL AI SOFTWARE
	COLLAVATE (NETKILLER)	CYBERLOQ	DIGITALWARE INC.
	COLUMN CASE MANAGEMENT	CYBERNET MANUFACTURING, INC.	DIGITATE (TATA)
	COMEEN	CYBERPOWER	DIRECT TECHNOLOGY GROUP
	COMFORTE INC.	CYBERPOWER PC	DISPERSIVE
	COMMEND AUDIO	CYBEREASON	DISTINOW
	COMODO/XCITIUM	CYBERREADY INC.	DJI
	COMPEXCH	CYBERSHARK	DMSI
	COMPONENT DESIGN NORTHWEST, INC.	CYBERTAN	DOCSTUDIO (RETAIL CONTENT SERVICE)
	COMPONENT SPECIALTIES, INC. DBA SPECOT	CYBERTRON INTERNATIONAL, INC. (DBA. CYBERTRONPC)	DOCUBEE
	TECHNOLOGIES	CYBRIC INC.	DOGHEAD SIMULATIONS LLC
	COMPUCASE CORP	CYCLE COMPUTING	DOMAINTOOLS LLC
	COMPUTECH INTERNATIONAL CTI	CYCLOPS TECHNOLOGIES	DOMINO DATA LAB
	COMPUTER INSTRUMENTS	CYLANCE	DOOWY DOES IT
	COMPUTER INSTRUMENTS INC.	CYOLO*	DOUBLE BLACK IMAGING
	COMPUTER SECURITY PRODUCTS, INC.	CYMMETRIK (SHENZHEN) PRINTING CO., LTD.	DOUBLE POWER TECHNOLOGY, INC.
	COMTROL		DOUBLE SIGHT (K.S. CHOI CORP)
	CONARRATIVE		
	CONEXLINK		
	CONFLUERA		
	CONNECTED IO - STRATEGIC		



DOUBLESIGHT	ENTHEC	FORCEPOINT	GRAID TECHNOLOGIES
DP SOLUTIONS	ENTRUST	FORENSIT LTD	GRAMMARLY*
DRAKONTAS	ENVOY DATA CORP.	FORESCOUT TECHNOLOGIES	GRANDSTREAM NETWORKS, INC
DRAPER	EOL DISTRIBUTION LLC	FORESEASON CUSTOM DISPLAYS	GRANITE TELECOMMUNICATIONS
DRATA	EPIC.IO	FORMAX, A DIVISION OF BESCORP, INC.	GREEN CLOUD TECHNOLOGIES LLC
DREAMGEAR, LLC	EPOS USA. INC.	FORNETIX	GREENLIGHT IOT
DRONE UNIVERSITY	EPRINTIT	FORTINET	GRIDLESS
DROPOBOX	EPSON	FOXFURY, LLC	GRIFFIN TH
DROPSUITE	EREPLCMENT	FOXIT CORPORATION	GRIFITI, LLC
DRYVIQ*	ERGOAV	FOXIT SOFTWARE INC.	GROUND LABS
DTS TECHNOLOGY	ERGOGUYS - STRATEGIC	FRANCINE COLLECTIONS	GROUNDCONT
DT RESEARCH	ERGOGUYS LLC	FRANKLIN WIRELESS	GRYPHN CORPORATION DBA ARMORTEXT
DT RESEARCH GOV	ERGOTRON	FRONTIER COMMUNICATIONS	GRYPHON ONLINE SAFETY, INC.
DURABOOK AMERICAS INC.	ERICOM	FRONTIER COMPUTER	GUIDANCE SOFTWARE INC.
DUVOICE	ERMETIC	FRONTLINE TECHNOLOGIES GROUP LLC	GUMDROP CASES
DV WAREHOUSE, INC.	ERWIN	FUDO SECURITY	GUYSON CORPORATION OF U.S.A
DYNABOOK	ESCAN	FUJI FILM	GVISION USA INC.
DYNALIST INC.	ESENTIRE	FUJITSU LA	GYRATION
DYNAMIC SOLUTIONS	ESET LLC	FUJITSU - PUB SEC*	
DXRACER USA LLC	ESKER INC.	FUJITSU SOFTWARE	
	ESPER.IO	FURMAN SOUND	
E & S INTERNATIONAL	EVERBRIDGE	FUSIONCHARTS, INC.	HAIVISION MCS
ENTERPRISES, INC.	EVERFOCUS ELECTRONICS	FUTUREMARK OY	HAIVISION NETWORK VIDEO INC.
EA SPORTS	EVERKI USA, INC.	FYBR	HALL RESEARCH LLC DBA HALL TECHNOLOGIES
EAGL TECHNOLOGIES	EVERTEK COMPUTER CORPORATION		HANWHA VISION
EARTHWALK COMMUNICATIONS, INC.	EVOLUENT LLC		HATCHING INTERNATIONAL B.V.
EASY TEMPO INC. DBA SOUND MACHINE	EVOLVEN*	G OVERSTOCK	HAUPPAUGE
EATON	EVS INTERACTIVE, INC. DBA REDYREF INTERACTIVE	G. D. ROBERTS & CO. INC.	HAVIS
EBUYNOW (MOTO360)	KIOSKS	GCX	HCI
ECO STYLE	EXABLAZE	GAMA WORLD TECHNOLOGIES INC.	HD BARCODE (AUTO PROOF PRO)
ECOPST	EXABLOX	GAMBER JOHNSON	HD MEDICAL INC.
ECOPRINTQ	EXCLAIMER*	GAMBER-JOHNSON DBA PREMIER MOUNTS	HEALENT
ECS	EXORVISION, INC.	GARLAND TECHNOLOGY LLC	HEALTHPOSTURES LLC
EDGE FUTUR	EXPORTTEK INC.	GARNER PRODUCTS, INC.	HEARTLAND PAYMENT SYSTEMS, INC.
EDGE MEMORY	EXTREME NW	GARRETT SECURITY	HEARTSMART
EDGECORE	EZVIZ INC.	GCIG INC.	HECKLER
EDIMAX COMPUTER COMPANY		GCM HEALTHCARE SOLUTIONS	HEDVIG
EDU PARTS	F5 NETWORKS	GEARSET LIMITED	HELP/SYSTEMS LLC
EDU SCAPE	FABCON, INC.	GENETEC, INC.	HELP SCOUT*
EDUCATIONAL COLLABORATORS, LLC	FACEBOOK TECHNOLOGIES LLC	GENUITEC LLC	HERMATEC
EDUSCAPE PARTNERS, LLC	FACEBOOK, INC.	GEORGEJON INC.	HIBERNATING RHINOS LTD.
EERO LLC	FACTION GROUP LLC	GET SCW (SECURITY CAMERA WAREHOUSE)	HID CORPORATION
EFFICIENT IP	FACTORIAL	GETAC INC.	HIDDEN LAYER
EJ-TECHNOLOGIES GMBH	FANTASIA TRADING LLC	GETI-INTEL PLATFORM	HIGH POINT TECHNOLOGIES
EKAHAU, INC.	FANTEM TECHNOLOGIES (SHENZHEN) CO. LTD.	GETWIRELESS LLC	HIGHER GROUND GEAR
ELECTRO-WISE DALLSA INC. DBA: EWD SOLUTIONS	FARONICS	GIGABYTE	HIPERWALL, INC.
ELECTRONIC ARTS INC.	FASTPASS CORP	GIRBAU NORTH AMERICA, INC.	HITACHI
ELEGANT ACQUISITIONS LLC	FASTVU	GLACIER COMPUTER LLC	HITACHI BIOMETRICS
ELISITY	FATPIPE NETWORKS INC.	GLASSWALL SOLUTIONS	HITACHIGLB
ELITE GROUP (ECS)	FAXBACK, INC.	GLOBAL CELLULAR	HIVEIO INC.
ELITE SCREENS	FEITIAN	GLOBAL KNOWLEDGE TRAINING LLC	HMD TECH SARL
ELMO	FEITIAN TECHNOLOGIES US, INC.	GLOBAL SCANNING AMERICAS (MD) INC.	HOBBI INTERNATIONAL INC.
ELO TOUCH	FELLOWES	GLOBAL SILICON ELECTRONICS, INC. DBA BUSLINK	HOLO-LIGHT GMBH*
ELO TOUCHSYSTEMS	FHOOSH INC.	MEDIA	HONEYWELL
ELORA	FIBER CABLES DIRECT	GLOBAL TECHNOLOGY SYSTEMS, INC.	HORNET SECURITY
ELSIGHT	FIBERLIGHT	GLOBAL TELECOM	HOUSHTEC, LLC DBA DISTINOW (ESD)
EMATHSMASER LTD.	FIDELIS CYBERSECURITY INC. C/O LSQ FUNDING	GLOWFORGE	HOVMAND A/S
EMBEDDED WORKS CORPORATION	FILEMAKER	GM 3DCONXN	HOWARD INDUSTRIES
EMBRAVA PTY LTD.*	FILEWAVE USA, INC.	GM 3M	HOWARD MED
EMC	FINEQUERY	GO-BOX LLC	HP ENT
EMERGE TECHNOLOGIES, INC.	FINISAR	GOGUARDIAN	HP INC.
EMERSON	FIREEYE	GOLAMPS	HRB DIGITAL LLC
EMK ENTERPRISES LLC. DBA AMPLETECH REFRESH	FIREFLY COMPUTERS, LLC	GOLDSEAL SONUS	HSM OF AMERICA LLC
EMMECO INC.	FIREMON	GOOD ACCESS	HTC
EMTEC	FIRST MOBILE TECHNOLOGIES	GOOGLE	HTM-TECH, INC. DBA VERTAGEAR
ENCORE NETWORKS	FISCHER INTERNATIONAL SYSTEMS	GOOGLE PIXEL	HUB SECURITY
ENET SOLUTIONS, INC.	FISHTREE	GOTENNA, INC.	HUBBELL INC.
ENGENIUS TECHNOLOGIES	FITBIT	GOVRED TECHNOLOGY INC.	HUBX LLC
ENGINEERED NETWORK SYSTEMS, INC.	FIVE9 INC.	GRADIENT CYBER	HUMANETICS II, LTD
ENOVATEIT	FIXMESTICK TECHNOLOGIES INC.		HUMANSSCALE CORPORATION
ENTERPRISEDB	FLEETSMITH, INC.		HYCU
	FLEXISPOT		HYFIN
	FLUENCY SECURITY		HYPER MICROSYSTEMS INC.
			HYPERION
			HYPERKIN INC.



HYPERSIGN DIGITAL SIGNAGE	INTENT INTERNATIONAL INC.	KHLANDSBG	LOWRY HOLDING CO
HYPEROCKET SOFTWARE LIMITED	INTERACTIVE MEDIA CORPORATION DBA KANGURU SOLUTIONS	KINCAID IT	LU INTERACTIVE
HYPERTEC	INTERMEC CORPORATION	KINESIS CORPORATION	LUBRIZOL ADVANCED MATERIALS, INC.
HYPR CORP	INTERMEDIA	KINGSTON	LUMINOSO TECHNOLOGIES
HYUNDAI	INTERTECH TRADING CORPORATION	KLAXOON	LUMEN
HYVE SOLUTIONS EUROPE LIMITED	INTRACOM USA, INC.	KOAMTAC, INC.	LUMIFI CYBER
	INTUIT	KODAK	LUXUL
I-PRO	INVICTI SECURITY CORP.	KOFAX	LYNN ELECTRONICS
I-TEC TECHNOLOGIES	INVISINET*	KOGNITION	LYNX TECHNOLOGY PARTNERS
I/O MAGIC	INVITRIX	KOM SOFTWARE INC.	LYVE CLOUD
IA.CONNECTS	IOGEAR	KOMPRISE, INC.	
I-BLASON	IOTECH	KONAMI DIGITAL ENTERTAINMENT	M360DEGREES
IBM	IOTECHA	KONFTEL	M-S CASH DRAWER CORPORATION
IBOSS	IP FABRIC, INC.	KONICA MINOLTA	MACHINE VISION TECH
ICONTRON NETWORKS INC.	IP LABEL	KONICA-STRATEGIC	MACRIUM / PARAMOUNT
ICS-JMR	IP TRADE	KORE.AI	MADCATZ
ID TECH	IPASS	KORE DESIGN LLC	MAGIC LEAP
IDEAMAPPER INC.	IPEARL INC.	KORRA.AI	MAGIX SOFTWARE GMBH
IDEE	IPOINT	KRAMER ELECTRONICS	MAILSTORE SOFTWARE GMBH
IDENTIV, INC.	IPSWITCH	KUTIR	MAINPINE, INC.
IDM COMPUTER SOLUTIONS, INC.	IROBOT CORPORATION	KWIZ*	MAKE-SENSE
IEI TECHNOLOGY USA CORP.	IRON BOW	KYOCERA	MAKER'S EMPIRE
IGEL TECHNOLOGY	ISI TELEMAGEMENT SOLUTIONS, LLC	KYOCERA MITA	MAKITO USA, INC.
ILG	ISS - (INTELLIGENT SECURITY SYSTEMS CORP.)		MALWAREBYTES
ILLUMINARI	ISTARUSA INC.	L SQUARED DIGITAL SIGNAGE	MAN & MACHINE, INC.
IMAGEWARE SYSTEMS, INC.	ISTORAGE LIMITED	LA CIE	MANDOE MEDIA
IMAGICLE	ITERATE.AI STUDIO	LABTECH	MANHATTAN - STRATEGIC
IMAGINARY PEOPLE	ITERNAL	LANDAIRSEA SYSTEMS, INC.	MARKETS AND MARKETS
IMAGINGO	ITERNITY	LANDSBERG / REMAN	MARSHALL ELECTRONICS
IMPACT PRINTING AND GRAPHICS, LTD	IVALU8	LANIER	MASON AMERICA
IMPARTNER	IVALUA	LANTRONIX	MATERIALISE USA LLC
IMPERIUM DYNAMICS*	IVANTI	LAPLINK.COM	MATROX
IMPERO	IXSYSTEMS, INC.	LARSON PACKAGING COMPANY LLC	MATTEL INC.
IMPERVA		LASTLINE, INC.	MATTERPORT
IN FOCUS		LASTPASS	MAVENTRA
IN WIN DEVELOPMENT	J2 CONSENSUS EFAX	LAUNCH PAD	MAX INTERACTIVE INC.
INCASE-STRATEGIC	J5CREATE / KAIJET	LAVA COMP	MAXAR TECHNOLOGIES
INCISIVE SOFTWARE	JABRA	LAW TOOL BOX	MAXELL
IND WEAPON	JACO	LD SMART	MAXHUB
INDEED	JAMF	LEARN21	MAZE
INDENI	JAR SYSTEMS, LLC	LEATHERPRO	MBM TRADING INC.
INDEPENDENCE IT	JCPAL	LEGACY INTERACTIVE, INC.	MBX
INDIE HEALTH LLC	JEFA TECH, INC.	LEGRAND DATA	MDI INC. DBA TAG TECHNOLOGY
INDIVIDUAL SOFTWARE INC.	JELCO, INC.	LEICA	MEDALLIA
INDUSFACE	JEM ACCESSORIES	LENOVO	MEDIATECH, INC.
INDUSTRY WEAPON	JETBRAINS AMERICAS INC.	LEPIDE SOFTWARE PVT LTD	MEDIGATE
INFINIDAT	JIVA.AI	LET'S GEL, INC.	MEGAPORT
INFINIDAT FEDERAL	JK IMAGING LTD	LEVEL HOME	MEGH COMPUTING
INFINITE BLUE	JLAB AUDIO	LEXAR	MEISTERLABS
INFINITE GROUP, INC.	JMC GLOBAL TECHNOLOGIES I, L.P.	LEXMARK	MELLANOX
INFINITE STUDIO	JO-RO MANUFACTURING COMPANY LTD.	LG	MEMORY EXPRESS
INFLOT	JOBSITE TECHNOLOGY GROUP	LIEBERT	MENLO SECURITY
INFOBOX	JOTIT	LIFESIZE COMMUNICATIONS, INC.	MERCURY
INFOCASE INC.	JPL TELECOM HOLDINGS, LLC	LIFI LABS	MERIDIAN TECHNOLOGIES INC.
INFORMA SOFTWARE	JR THERMAL	LIGHTSPEED	MERIDIAN ZERO DEGREES, LLC
INFORMATICA LLC	JUDY SECURITY	LIMINEX INC.	MERKURY INNOVATIONS LLC
INFOTREND TECHNOLOGY	JUICED	LIND ELECTRONIC DESI	META COMPANY
INFOVISTA CORP.		LINEARFLUX USA INC.	METADOT CORPORATION
INFRASCALE INC.	KAMINARIO	LINGVANEX*	METEOR EDUCATION LLC
INLAND PRODUCTS INC.	KANDAO	LINKLABS	METRO BUSINESS SYSTEMS, INC.
INNODISK USA CORPORATION	KANEX PRO	LINKSYS	METROPOLITAN VACUUM CLEANER CO., INC.
INNOVATIVE OFFICE	KANG YANG INTERNATIONAL CO. LTD.	LIQID INC.	METTEL
INNOVATIVE VIDEO TECHNOLOGY, DBA INVIDTECH	KANO COMPUTING LTD	LIVEN INNOVATION INC.	METTLER TOLEDO, LLC
INSEEGO NORTH AMERICA, LLC	KANTEK INC.	LIVETILES CORP.	MICRO MICR CORPORATION
INSTORESCREEN LLC	KASERNET INC.	LIVING SECURITY	MICRO SOLUTIONS ENTERPRISES
INTEGRA	KCPAL	LOADBALANCER.ORG, INC.	MICRO STRATEGIES
INTEGRA OPTICS, INC.	KENSINGTON	LOCKNCHARGE TECHNOLOGIES, LLC	MICRON
INTEGRAL SOLUTIONS GROUP	KEONN	LOGITECH	MICROPAC TECHNOLOGIES, INC.
INTEGRATION TECHNOLOGIES GROUP, INC.	KERIO	LOGIC NOW INC.	MICROSEMI
INTEL	KEY SOURCE INTERNATIONAL	LOGICAL MAINTENANCE SOLUTIONS	MICROSOFT
INTELLIGENT COMPUTER SOLUTIONS	KEYOVATION, LLC	LOGICALIS INC.	MILESTONE AV TECHNOLOGIES
INTENDA	KEYSIGHT	LOGICMONITOR INC.	MILESTONE SYSTEMS
		LOGICUBE, INC.	MILLENNIUM RETAIL SOLUTIONS DBA CRIMSON
		LOGITECH	MIMO DISPLAY LLC DBA MIMO
		LOREX CORP.	MINIO



RADIO IP	SAMSONITE	SIEMON COMPANY	SPRINT
RADIUS.AI*	SAMSUNG	SIEMONS	SPRINXLE
RADWARE	SANDISK	SIERRA CIRCUIT REPAIR, INC.	SQUARE ENIX INC.
RAIN DESIGN - STRATEGIC	SANGOMA	SIERRA WIRELESS	SQUARE INC.
RAM MOUNTS	SANMINA	SIGNAGELIVE, INC.	SSH COMMUNICATIONS SECURITY, INC.
RANGEFORCE	SANS DIGITAL	SIIG	ST CYBERLINK CORP DBA GLOBAL PC DIRECT
RAPIDDEPLOY INC.	SANUS	SIMEON CLOUD	STACKROX, INC.
RAPTOR BLASTING SYSTEMS LLC	SANYO DENKI AMERICA, INC.	SIMPLIFI	STAMAR PACKAGING INC. / REMAN
RARITAN	SAP AMERICA	SINGLEWIRE	STAR PRINTER
RAYCOP NORTH AMERICA INC.	SAPIEN TECHNOLOGIES, INC.	SK HYNIX	STARLIGHT
RAYMOND & LAE ENGINEERING, INC.	SAS	SKYEBROWSE	STARTECH
RAZER	SATECHI	SILICOM CONNECTIVITY SOLUTIONS	STARWIND
READYDOCK, INC. DBA ICLEANSE	SAVANT TECHNOLOGIES LLC, DBA GE LIGHTING, A	SILICON POWER	STATIC CONTROL COMPONENTS
REALDEFENCE LLC	SAVANT COMPANY	SILVERSKY, INC.	STAYMOBILE VENTURE LLC
REALVNC LTD	SAVIN	SIMPLY NUC, LLC	STEADFAST INNOVATION
RECAST SOFTWARE, INC.	SAVIYNT	SINGLEWIRE	STEELCASE, INC.
RECIPROCITY	SC HOLDINGS	SIOS TECHNOLOGY CORP.	STEMFUSE
RECORDEX MANUFACTURING, INC.	SCALA	SIPPIO	STEP AHEAD*
RED GATE SOFTWARE LTD	SCALE COMPUTING	SIXGILL	STIRLING COMMUNICATION SUPPLY
RED HAT	SCALEFLUX	SIYATA MOBILE	STM BAGS, LLC
RED LION CONTROLS, INC.	SCALEFUSION*	SKB CASES - STRATEGIC	STONEFLY
REDSHIFT	SCANTRON CORPORATION	SKETCH	STORAGE MEDIA & SUPPLIES
REDSKY TECHNOLOGIES	SCHEDMD	SKYHIGH SECURITY	STORAGECRAFT TECHNOLOGY CORP
REDSTOR	SCHNEIDER ELECTRIC	SKYKICK	STORMAGIC
REDWOLF SECURITY	SCICART LTD.	SKYKIT	STRATEGIC INTERESTS
REMAGO	SCIENCE LOGIC	SKYTECH USA LLC	STRATEGIC SOURCING
REMARKETED	SCLERA	SLASHNEXT	STRATIX
RESPOND SOFTWARE	SCM MICRO	SMART TECHNOLOGIES*	STRATOZEN
REVEALD	SCOOTER SOFTWARE INC.	SMARTAVI	STREAMVU INC.
REVOLUTION ACOUSTICS	SCOPESTACK	SMAROPTICS	STRIKE
REVVER	SCORE VISION	SMK LINK	STYECA
RFID-STRATEGIC	SCOSCHE	SNAPT	SUMAR INTERNATIONAL, INC.
RGB SPECTRUM	SCREENBEAM INC.	SNX/MFR PC RETURNS / REMAN	SUMMA AMERICA LLC
RGNETS	SEAGATE	SOC PRIME	SUMOLOGIC
RH BUSINESS TRADING LLC	SEAGULLSCIENTIFIC	SOCIAL SAFEGUARD INC.	SUNBRITETV, LLC
RHINO HEALTH	SEAL SHIELD	SOCKET COMMUNICATIONS	SUNSHINE COMPUTERS & SOFTWARE INC. D/B/A INNOVATION COMPUTERS
RIBBON COMMUNICATIONS	SECILORE	SOCKET MOBILE	SUPERBAI
RICHWOODS TECHNOLOGY	SECTRIO	SOFTLAYER TECHNOLOGIES, INC.	SUPERCOM, INC.
RICOH	SECULORE SOLUTIONS, LLC	SOFTWARE & PERIPHERALS	SUPERMICRO
RIGADO	SECUREDATA, INC.	SOFTWARE AG	SUPERSONIC INC.
RINGCENTRAL-RAW MATERIAL	SECURELOGIX CORPORATION	SOHNEN ENTERPRISES, INC.	SUPPLIES DISTRIBUTORS
RINGCENTRAL, INC.	SECURITY CAMERA WAREHOUSE	SOLARFLARE COMMUNICATIONS, INC.	SURE PEOPLE
RING, LLC	SECURITY COVERAGE, INC.	SOLE SOURCE TECHNOLOGY, LLC	SUREPATH AI
RISE K12	SECURITY STUDIO	SOLGARI*	SUSE
RISKOPTICS	SECURONIX*	SOLIDGM	SWIFTPAGE ACT! LLC
RISO-STRATEGIC	SEGUE CORPORATION	SOLITON SYSTEMS	SYBA MULTIMEDIA INC.
RITTAL	SEGWAY INC.	SONIC FOUNDRY INC.	SYCOMP*
RIVERBED	SEH TECHNOLOGY, INC.	SONICWALL	SYMBOL SECURITY
RIVERSIDE TECHNOLOGIES, INC.	SEIKO	SONNET TECHNOLOGIES	SYNACOR, INC.
RIVET NETWORKS LLC	SEISMIC LLC	SONOS	SYNAMI LIMITED
ROBERT BOSCH TOOL CORPORATION	SEMOTUS	SONY	SYNERGY SKY
ROCKETBOT	SENCHA INC.	SOPHOS	SYNITI
ROCKSTAR GAMES	SENCOR EUROPE, SPOL. S.R.O.	SOTEL SYSTEMS, LLC	SYNOLOGY
ROCKSTORAGE INC.	SENECA DATA DISTRIBUTORS, INC.	SOTER TECHNOLOGIES LLC	SYSDIG
ROCFWARE	SENGLED USA INC.	SOUND SECURE	SYSTIUM TECHNOLOGIES
ROKU, INC.	SENNHEISER	SOURCE CODE	SYSTRAN SOFTWARE INC.
ROOFTOP	SENSORWORKS	SOURCE TCH	SYXSENSE
ROSE ELECTRONICS	SENTINEL TECHNOLOGIES, INC.	SOURCING	
RPOST	SENTRY BAY	SP CONTROLS, INC.	
RSTAR	SEPIO CYBER	SPA, LLC	
RT SALES, INC.	SERVER TECHNOLOGY, INC.	SPACEPOLE INC.	
RTECH SOLUTIONS	SERVICE	SPARKCOGNITION	
RTHREAT	SERVICE365	SPARKLE POWER	
RUCKUS	SERVICEPOINT365, LLC	SPECOPS SOFTWARE USA INC.	
RUGGED PROTECTION, INC.	SHAPE SECURITY, INC.	SPECTRIO, LLC	
RUN.AI	SHAREGATE GROUP INC	SPECTRUM BUSINESS	
	SHAREPOINTXPERS, LLC	SPECTRUM CORPORATION	
	SHARP	SPHERE TECHNOLOGY*	
	SHASTA CLOUD, INC.	SPICERS PAPER, INC.	
	SHELTERZOOM*	SPIN TECHNOLOGY	
	SHURE*	SPIRENT	
	SHUTTLE COMPUTER INT	SPK AND ASSOCIATES	
	SIBLINGS INVESTMENT INC., DBA VANTEC THERMAL TECHNOLOGIES	SPK RESOURCE	
	SIC SALES & MARKETING INC.	SPOTIFY USA INC.	
	SIDOS	SPLUNK*	
		SPRACHT PRODUCTS	
SACO ENTERPRISES INC. DBA PACTECH			TAA PRODUCTS
SAFE SOFTWARE INC.			TACTILE
SAFETY VISION			TAG GLOBAL SYSTEMS LLC
SAHARA PRESENTATION SYSTEMS INC. DBA			TAKE TWO
CLEVERTOUCH			TAKE-TWO INTERACTIVE SOFTWARE, INC.
SALAMANDER			TALEND
SALMON AMERICA			TALENT GRANT TECHNOLOGY INC.
			TALK-A-PHONE CO
			TAMR
			TANDESA LLC
			TANGENT COMPUTER INC.
			TAOGLAS USA INC.
			TARGUS



TAUSIGHT	TREMOLO SECURITY, INC.	VIAAS, INC.	WSTDIGITAL
TCPWAVE, INC.	TRENDMICRO	VIAVI SOLUTIONS	X RITE
TD SOURCING	TRENDNET	VICTORINOX	X6D USA INC.
TE CONNECTIVITY	TRIPP LITE	VIDIZMO	XENCELABS
TEAM ONE NETWORKING, INC.	TRIPWIRE INC.	VIEWSONIC	XEROX
TEAM RESEARCH INC.	TRNSTON NW	VIKING COMPUTER PARTS	XI3 CORPORATION
TEAMFUSION, INC.	TROY GROUP	VIKING ENTERPRISE SOLUTIONS	XILINX
TEAMPAY	TRUCE SOFTWARE	VIMEO	XINUOS, INC. DBA UNXIS, INC.
TEAMSABLE POS, INC.	TRUSTED KNIGHT	VINPOWER	XOGO, INC.
TEC LIGHTING INC.	TRYTEN - STRATEGIC	VIPRE SECURITY	XYZPRINTING, INC.
TECH DEFENDERS	TSECOND	VIRCOM INC.	
TECHLOGIX NETWORKX	TSITOUCH LLC	VIRSAE	
TECHNOMAD	TSSLINK INC.	VIRTANA	YAGNA IQ INC.
TEGO CYBER	TUFIN	VISION	YAMAHA
TEKLYNX SOFTWARE	TURING VIDEO, INC.	VISIONEER	YEALINK
TEKNIKOS INC.	TWEELIN	VISIONTEK	YOSHINO TECH*
TELCloud	TWISTLOCK, INC.	VISTA IT GROUP	YUBICO
TELEDYNAMIC	TYAN COMPUTER CORPOR	VISUAL LABS	
TELEPOUCH LTD	TYCON SYSTEMS, INC.	VIVACITY TECH PBC	ZAGG INC.
TELEPORT		VIVINT, INC.	ZEPLIN
TEMPEST LIGHTING, INC.	U.S.GAMES DISTRIBUTION, INC.	VIVOTEK	ZERIFY
TENERGY CORPORATION	UBI SOFT ENTERTAINMENT	VIZETTO	ZEROSPAM
TERADICI	UBIX	VIZIFLEX SEELS INC.	ZETASETT
TERRAMASTERS	UBZL	VMRAY	ZEWA, INC.
TES AMERICA, LLC	UC WORKSPACE	VMWARE	ZIMPERIUM
TEXTHELP INC.	ULINE	VOLODY	ZOHO CORPORATION
TG3 ELECTRONICS INC.	ULTRALEAP	VONAGE	ZOOM
TGRMN SOFTWARE	UNAVIS LLC	VONHOLZHAUSEN	ZOTAC INTL
THALES ESECURITY	UNBW	VORP ENERGY, LLC	ZPE SYSTEMS
THE DIGITAL DECISION	UNC GROUP	VOTIRO	ZSCALER
THE ELEVATOR CHANNEL DBA 11 GIRAFFES	UNCOMMONX	VOYAGER LABS	ZVT INC.
THE JOY FACTORY	UNDER ARMOUR	VU RYTE , INC.	ZYXEL
THE OLANDER COMPANY, INC.	UNIDOC HEALTH SOLUTIONS	VUZIX CORPORATION	
THERMALTAKE TECHNOLOGIES	UNIFORM INDUSTRIAL CORP.	VWR INTERNATIONAL LLC	
THETA LAKE	UNIGEN	VXL INSTR	
THING TECH	UNIMAX	VZBLTY	
THINKOWL	UNITECH		
THINKPARQ GMBH	UNITED DGI	WAITTIME	
THINKWRITE TECHNOLOGIES LLC	UNITED STATES LUGGAGE LLC	WALLBOARD	
THINPRINT	UNITRENDS	WANDERA	
THOMAS REGOUT	UPSHOW	WARNER BROTHERS	
THREAD	URBAN ARMOR GEAR	WASABI	
THREATLOCKER	URBAN FACTORY	WASP TECH	
THREATQUOTIENT INC.	USA VISION SYSTEMS, INC.	WATCHGUARD	
THRONMAX	U.S. CELLULAR	WEBROOT SW	
THUNDER NSI	USYSTEMS	WEBWORKS	
TIBCO SOFTWARE	UTIMACO INC.	WEIGHTS AND BIASES	
TIDEBREAK, INC.	UVNETWORKS	WEIRDWARE VENDOR GROUP	
TIGER-VAC INTERNATIONAL, INC.	V3GATE, LLC	WEKA IO	
TINES SECURITY SERVICES LTD	V5 SYSTEMS, INC.	WENGER BY GROUP III	
TITAN CLOUD STORAGE	VADE / MTA MOVING	WESTERN DIGITAL	
TJ COMMUNICATIONS, INC. DBA TITAN RADIO	VADE SECURE, INC.	WESTERNTECHSYSTEMS INC.	
TMAX DIGITAL INC.	VALCOM	WEVIDEO	
TMOBILE	VALIDSOFT	WHISTIC	
TMS	VANDER-BENDMANUFACTURING LLC	WHITECANYON SOFTWARE, INC.	
TOKENEX INC.	VARIDESK	WHOOPE USA	
TONE COMMANDER	VARONIS SYSTEMS	WIDEPOINT	
TOOL4EVER	VASION PRINT	WILLARD PACKAGING	
TOOLS4EVER	VAULT	WILLIAMS SOFTWARE ASSOCIATES	
TOOLFARM.COM, INC.	VCE	WILSON ELECTRONICS LLC	
TOOLS FOR SCHOOLS	VCOM INTERNATIONAL MEDIA CORP	WIN LONG, USA LLC DBA TITANIUM TECHNOLOGIES	
TOP TECH CLOCKS	VDO360 LLC	WIND RIVER SYSTEMS	
TORG	VEEAM	WINMAGIC	
TORQ	VEEONE HEALTH	WINSTON INTERNATIONAL LTD.	
TOSHIBA	VEGA CLOUD	WIRELESS GUARDIAN, INC.	
TOTAL MICRO/MOBILE INTERNATIONAL	VELOCLOUD NETWORKS LLC	WIREMOLD/LEGRAND	
TOTOWA SYSTEMS, INC.	VENTURA TECH GROUP INC.	WITFOO INC.	
TP-LINK USA CORPORATION	VERACITY USA, INC.	WITHINGS INC.	
TRACEWELL SYSTEMS, INC.	VERBATIM	WOBBLEWORKS	
TRAINING PALO ALTO	VERITAS	WOLTERS KLUWER HEALTH	
TRANSCEND	VERIZON	WOOTCLOUD	
TRANSMOSIS*	VERSA NETWORKS	WORKDAY	
TRANSPORTATION MANAGEMENT SERVICES, INC.	VERSATERM	WORKS 360, LLC DBA SPRINXLE	
TRANSTECTOR	VERTIGIS*	WORKSPOT	
	VERTIV	WORKWELL TECHNOLOGIES	
	VG RUSH CORPORATION	WOWWEE	
		WSO2	

**New Fiscal Year 2024 Vendor*



Ryan Lindeman
Program Manager
Ryan.Lindeman@tdsynnex.com



Melissa Tomberg
Sr. Program Manager
Melissa.Tomberg@tdsynnex.com



Camillia Joseph
Sr. Campaign Manager
Camillia.Joseph@tdsynnex.com



Claire Schoonover
Manager, Event Marketing
Claire.Schoonover@tdsynnex.com

2025 Program availability and pricing listed here is guaranteed until January 31, 2025.
After that date, pricing and activity availability is subject to change.

TD SYNnex Marketing Prior Agreement		SCM#	
Vendor Name:		VMM Name:	
Vendor Contact:		Vendor E-mail:	
Pre-Approval Section			
This agreement entitles afore-mentioned vendor to participate in the TD SYNnex Marketing Program and/or Activity (check all that apply): Annual Program: ☐ Multi-Vendor: ☐ A-La-Carte (Single Vendor): ☐			
Program/Activity Name: 2025 Public Sector Annual Program			
Description (For Single-Vendor ALC, please include activities details):			
For advertisements, catalogs, email, fax mailers and other related promotions, TD SYNnex reserves the right to edit/approve final content. For incentives, contests, promotional items and other related activities, TD SYNnex reserves the right to utilize authorized funds as deemed necessary to promote or otherwise sell vendor products. TD SYNnex will provide necessary documentation for claimed amounts when requested. If the undersigned/vendor cancels an approved/authorized program, all out of pocket expenses incurred by TD SYNnex prior to the cancellation will be reimbursed by vendor. The party signing this contract indicates their approval of the program to be delivered by TD SYNnex or its subsidiaries and understands the terms and conditions of the program and has the authority to execute this contract. Any programs delivered by a TD SYNnex subsidiary will be invoiced by such subsidiary. CANCELLATION POLICY: All cancellations must be in writing. If Vendor cancels after this contract has been fully executed by both parties, a cancellation fee will be charged according to the following fee schedule: • If cancellation occurs 30 days prior to the event, 50% of the event fee will be charged. • If cancellation occurs 14 days prior to the event, 75% of the event fee will be charged. • If cancellation occurs 7 days prior to the event, 100% of the event fee will be charged. For Pre-Pay SCMs, TD SYNnex Marketing will work with vendor to ensure that funds will be fully spent within two years of invoice.			
Accepted by (E-Sign):			Date:
Billing Information			
PA/PO #:			
Billing Method: Direct Billing: ☐ Pre-Bill: ☐ SCM: _____			
Total DUE:			\$

Single Vendor/ A-La-Carte Terms:

Vendor agrees to participate in and pay for the specific marketing activities selected above. Vendor understands this is a commitment to execute the marketing activities within the dates specified and agrees to pay the marketing fee listed for each activity as completed. Any changes to the quoted marketing activities that are requested by Vendor may increase the total marketing fee. Vendor will be notified in advance of any additional marketing fees to secure additional funding and/or approval of change of funding to be provided.

INVOICING: The Marketing Activity fee will be invoiced as follows: (i) after the implementation date of each activity for proof of performance marketing activities, or (ii) within a reasonable time of the end of each TD SYNnex fiscal quarter for pay-for-performance sponsorship. All invoices shall be paid Net 30 days from date of invoice. All payments shall be in the form of a credit memo, ACH, wire or check and are due within 30 days of invoicing. Activities may include a fee for TD SYNnex Marketing and administrative support. If payment is not received, TD SYNnex may pursue further collection efforts and has the right to cancel/suspend any pending marketing activities.

Exhibit F Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Version January 31, 2025

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES RF Initials of Authorized Representative of offeror

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES RF Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES RF Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Version January 31, 2025

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☒

OR

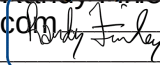
Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: TD SYNnex Corporation
Address, City, State, and Zip Code: 5350Tech Data Drive, Clearwater, FL, 33760
Phone Number: 510-402-7058
Fax Number: _____

Printed Name and Title of Authorized Representative: Randy Finley, Sr. Director, Business Development
Email Address: Randy.Finley@tdsynnex.com
Signature of Authorized Representative: 
Date: Apr 9, 2025 | 12:54:53 EDT 4349F10A8D89442...

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES  Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES  Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

Version January 31, 2025

is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

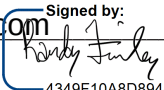
Offeror's Name: TD SYNnex Corporation

Address, City, State, and Zip Code: 5350 Tech Data Drive, Clearwater, FL 33760

Phone Number: 510-402-7058 Fax Number: _____

Printed Name and Title of Authorized Representative: Randy Finley, Sr. Director, Business Development

Email Address: Randy.Finley@tdsynnex.com

Signed by:  Date: Apr 9, 2025 | 12:54:53 EDT

Signature of Authorized Representative: _____

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Socioeconomic Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

Version January 31, 2025

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to

which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be

applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized

representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required auditservices.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2

C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

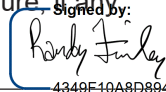
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, TD SYNEX Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signed by:


4349F10A8D89442...

Signature of Contractor's Authorized Official

Randy Finley, Sr. Director, Business Development

Name and Title of Contractor's Authorized Official

Apr 9, 2025 | 12:54:53 EDT

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts".

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

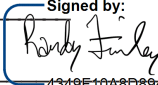
Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: TD SYNnex Corporation

Address, City, State, and Zip Code:
5350 Tech Data Drive, Clearwater, FL 33760

Phone Number: 510-402-7058 Fax Number: _____

Printed Name and Title of Authorized Representative:
Randy Finley, Sr. Director, Business Development

Email Address: Randy.Finley@tdsynnex.com  Signed by:
Signature of Authorized Representative: _____
4349F10A8D89442...

Date: Apr 9, 2025 | 12:54:53 EDT

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	04/11/2025 01:48 PM MDT

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of Arizona

County of _____

SS:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon
(name of contracting unit)

the truth of the statements contained in said Proposal

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Subscribed and sworn to

before me this day

04/11/2025 01:48 PM MDT

Signature

_____, 2 _____

(Type or print name of affiant under signature)

04/11/2025 01:51 PM MDT

Notary public of _____

My Commission expires _____

(Seal)

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

04/11/2025 01:48 PM MDT

Date

Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Vendor Name:			
Address:			
City:		State:	Zip:

Signature	Printed Name	Title
-----------	--------------	-------

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[illegible]

Page 757 of 831

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	04/11/2025 01:48 PM MDT
(Notary Public)	(Affiant)
My Commission expires:	(Print name & title of affiant)
	(Corporate Seal)





DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities

Relationship to Vendor/ Bidder

Description of Activities

Duration of Engagement

Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

04/11/2025 01:48 PM MDT

Signature

Date

Print Name and Title

DPP Rev. 12.13.2021



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- ☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).
- OR**
- ☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).
- OR**
- ☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

04/11/2025 01:48 PM MDT

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024
Version January 31, 2025

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

04/11/2025 01:48 PM MDT



DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

04/11/2025 01:48 PM MDT

Signature

Date

Print Name and Title

DPP Rev. 12.13.2021



ITEM # 25

**APPROVAL OF MINUTES: SEPTEMBER 24, 2025, SPECIAL CITY COUNCIL
MINUTES; SEPTEMBER 24, 2025, CITY COUNCIL MINUTES**



**CITY OF MONTEBELLO
SPECIAL CITY COUNCIL MEETING AGENDA**

MINUTES

WEDNESDAY, SEPTEMBER 24, 2025 AT 5:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

OPENING CEREMONIES

CALL TO ORDER - 5:00 P.M.

Mayor Melendez called the meeting to order at 5:32 p.m.

ROLL CALL

Members present were Mayor Melendez, Mayor Pro Tem Tamayo, and Councilmember Peralta. City Clerk Jimenez was also present.

Councilmember Alonzo, Councilmember Romero, and City Treasurer Matanga were absent.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY (30 MINUTES)

At this time, the general public may ***only*** address the City Council during this Special Meeting on items which have been described in the notice of this Special meeting in accordance with Government Code Section 54954.3(a). Please be aware that the maximum time allotted for members of the public to speak on shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

None.

CLOSED SESSION - NONE

REGULAR SESSION – IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT - NONE

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

REGULAR BUSINESS - NONE

PUBLIC HEARING

1. CONSIDER APPEAL OF DECISION TO REVOKE BUSINESS LICENSE NO. 10714653 ISSUED TO JUNGLE GIFT AND SNACKS CULTURE TRADING INC. (FORMERLY JUNGLE SMOKE SHOP)

RECOMMENDATION: It is recommended that the City Council:

1. Consider the Appeal by Jungle Gift and Snacks Culture Trading Inc. (formerly Jungle Smoke Shop) regarding the revocation of their business license based on the facts and evidence presented by both City staff and the appellant; and
2. Review the history of complaints, nuisance activity, and compliance efforts related to Jungle Smoke Shop's operations; and
3. Determine whether to uphold, modify, or overturn the decision to revoke the business license; and
4. Take such additional, related, action that may be desirable.

Mayor Melendez opened the Public Hearing at 5:33 p.m.

Mayor Melendez announced the continuation of the Public Hearing to October 8, 2025, at 5:00 p.m.

CONSENT CALENDAR - NONE

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on October 8, 2025, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

Date and Posted: September 18, 2025, at 5:30 p.m.

I, Kimberly Guillen, Director of City Clerk Services for the City of Montebello, hereby certify that the foregoing Notice of the Special Meeting was posted at City Hall and the City's website and delivered to each member of the City of Montebello City Council no less than 24-hours before the start of the Special Meeting.



Kimberly Guillen, Director of City Clerk Services

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to adjourn the meeting at 5:33 p.m.

THE MINUTES OF SEPTEMBER 24, 2025, ARE HEREBY APPROVED AND ADOPTED ON THIS 8TH DAY OF SEPTEMBER 2025.



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, SEPTEMBER 24, 2025 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Melendez called the meeting to order at 6:01 p.m.

ROLL CALL

Members present were Mayor Melendez, Mayor Pro Tem Tamayo, Councilmember Peralta, and Councilmember Romero. City Clerk Jimenez and City Treasurer Matanga were also present.

Councilmember Alonzo was absent.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Assistant City Manager Angelica Palmeros, Deputy City Clerk Nelly Ochoa, and Department Directors Kimberly Guillen, Michael Solorza, Joseph Palombi, Ramon Figueroa, John Soria, David Sosnowski, Cesar Roldan, Fire Chief Pelaez, and Police Chief Lopez were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the Closed Session Items.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

None.

CLOSED SESSION

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

Mayor Melendez recessed the meeting into Closed Session at 6:03 p.m. to consider the following Closed Session items:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

I. Valencia v. City of Montebello

Case No. ADJ14391669, ADJ14392090, ADJ14392864

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

C. Wells v. City of Montebello

Case No. ADJ383275, ADJ2643641, ADJ1109814, ADJ4198980, ADJ10773345, ADJ14597382, ADJ15692902, ADJ16633877

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54957

Title: City Manager

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Melendez reconvened the meeting at 7:03 p.m.

All four members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 1, a briefing was provided to City Council, no action was taken, direction was provided to Counsel, and nothing to further to report; Item No. 2, a briefing was provided to City Council, direction was provided to Counsel, no action was taken and nothing further to report; Item No. 3, a briefing was provided to City Council, no action was taken and nothing further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by City Treasurer Matanga.

CORRECTIONS TO THE AGENDA - CITY MANAGER

City Manager Alvarez announced the following corrections to the agenda:

1) Adding a presentation to recognize "La Carniceria"

2) Item No. 20 had a minor clerical error; the subject line listed RFP No. 26-05. It should read RFP No. 26-06.

CEREMONIAL ITEMS/PRESENTATIONS

4. HYDROGEN FUEL BUS DEVELOPMENT

Consultants from CTE, Cynthia Gibson and Todd Walton, provided a presentation on the development of hydrogen fuel buses. The presentation included information on the benefits of hydrogen fuel buses, infrastructure, and safety readiness, strategic partnerships and funding, as well as a timeline and next steps.

Councilmember Peralta inquired about training for current mechanics to understand the new technology. Staff confirmed training will be provided.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those

persons not accommodated during this 30-minute period will have an opportunity to speak under “Public Comments – Continued”, after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

The City Clerk’s Office acknowledged eight(8) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council, and said speaker cards are on file at the City Clerk’s office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

City Manager Alvarez announced that the City has been named a finalist for the Most Business Friendly City in Los Angeles County.

Director of Recreation and Community Services, David Sosnowski, announced the upcoming Pup-A-Palooza on Saturday, September 27, at the Montebello Dog Park.

PUBLIC HEARING

5. APPROVE RESOLUTION NO. 25-69 AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FISCAL YEAR 2025-26 ANNUAL ACTION PLAN TO INCLUDE ADDITIONAL FUNDING AND ADOPT RESOLUTION NO. 25-70 APPROVING THE FISCAL YEAR 2024-25 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-69 amending the Fiscal Year 2025-26 Community Development Block Grant (CDBG) and Home Investment Partnerships Annual Action Plan to incorporate additional CDBG funding; and
2. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$13,394 in Account No. 255-50-500-6046 (CDBG, Community Development, Administration); and
3. Adopt Resolution No. 25-70 approving the Fiscal Year 2024-25 draft Consolidated Annual Performance and Evaluation Report (CAPER); and
4. Take such additional, related action that may be desirable.

Mayor Melendez opened the Public Hearing at 7:46 p.m.

There were no speakers.

Mayor Melendez closed the Public Hearing at 7:47 p.m.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo

SECONDED: Romero

APPROVED: 4-0-0-1

AYES: Tamayo, Peralta, Romero, Melendez

NOES: None

ABSTAIN: None

ABSENT: Alonzo

6. INTRODUCE AND WAIVE FIRST READING OF ORDINANCE NO. 2483 AMENDING CHAPTER 17 OF THE MONTEBELLO MUNICIPAL CODE TO ESTABLISH CHAPTER 17.41- VIEWSHED PRESERVATION OVERLAY

RECOMMENDATION: It is recommended that the City Council:

1. Introduce and waive first reading of Ordinance No. 2483, amending Chapter 17 of the Montebello Municipal Code ("MMC") to establish Chapter 17.41 - Viewshed Preservation Overlay to protect and preserve significant public and private views; and
2. Determine and Find that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3); and
3. Take such additional, related, action that may be desirable.

Director of Planning and Community Development Joe Palombi provided a presentation of the item. The presentation included a project overview, a sample visual impact analysis, and staff recommendations.

Mayor Melendez opened the Public Hearing at 7:54 p.m.

The City Clerk's Office acknowledged eleven(11) members of the public wishing to address the City Council in support of the item. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office. Additionally, the City Clerk's Office received 10 written comments in support of the item. Said comments are on file at the City Clerk's Office.

Mayor Melendez closed the Public Hearing at 8:19 p.m.

City Councilmembers spoke in support of the item and thanked the residents for their participation.

Councilmember Romero motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved by the following vote:

MOVED: Romero	SECONDED: Tamayo	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

REGULAR BUSINESS - NONE**CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve Item Nos. 7-25; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

7. **ADOPT RESOLUTION NO. 25-86 APPROVING THE AUTHORIZATION AND EXECUTION OF AGREEMENT TO RECEIVE GRANT FUNDS FROM THE CALIFORNIA HIGHWAY PATROL (CHP) THROUGH THE CANNABIS TAX FUND GRANT PROGRAM (CTFGP)**

RECOMMENDATION: It is recommended that the City Council:

1. Approve the use of grant funding awarded to the Police Department by the California Highway Patrol (CHP) under the Cannabis Tax Fund Grant Program (CTFGP) in the amount of \$147,574 by adopting Resolution No. 25-86; and
2. Authorize the City Manager to execute the contract for grant funds; and
3. Amend the Fiscal Year 2025-26 budget and increase appropriations by \$72,928 in Account No. 265-80-832.5010.10 (Grants, Police, CHP Cannabis Tax fund Grant Program, Overtime [expenditures]), \$74,646 in Account No. 265-80-832-6082 (Grants, Police, CHP Cannabis Tax Fund Grant Program, Vehicle Purchase [expenditures]), and \$147,754 in Account No. 265-99-4198.86 (Grants, CHP Cannabis Tax Fund Grant Program [revenue]); and
4. Take such additional, related, action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

8. **AWARD AGREEMENT NO. 4402 WITH CART MART, INC. FOR THE PURCHASE OF SIX LOW SPEED VEHICLES (GOLF CARTS)**

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement, No. 4402 with Cart Mart, Inc (Cart Mart), for a one-year (1-year) term, to purchase six (6) street legal Low Speed Vehicles (Golf Carts), for a total not-to-exceed amount of \$120,003; and
2. Authorize the City Manager to approve purchase change orders up to an additional ten percent (10%) or \$12,001 of the total agreement amount; and
3. Amend the Fiscal Year 2025-26 adopted operating budget to increase appropriations by \$132,004 in Account No. 600-90-915-6082 (Transit, Administration, Corporate Shop, Vehicle Purchases); and
4. Approve disposing of Transit vehicles that are beyond their useful life through an acceptable process such as surplus, transfer to another Department or other method as allowed by existing policies; and,
5. Take such additional, related, action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

9. **APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4378 WITH ALARM PROGRAM SYSTEMS (APS) FOR ALARM PERMITTING SERVICES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4378 with Alarm Program Systems, LLC (APS) for Alarm Permitting Services; and
2. Authorize the City Manager to execute the agreement; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

10. **APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 26-05 FOR FEDERAL LOBBYING SERVICES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing a Federal Lobbying Services Request for Proposals (RFP No. 26-05); and
2. Approve establishing a blanket Purchase Order (PO) with the existing vendor, Lincoln Concepts, for a total not-to-exceed amount of Fifty Thousand Dollars (\$50,000), to continue providing federal lobbying services for a six (6) month term; and
3. Take such additional, related, action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

11. **APPROVE AMENDMENT NO. 2 TO AGREEMENT 3892 WITH ION SECURITY SYSTEMS, LLC TO PROVIDE CITYWIDE MONITORING, MAINTENANCE, AND REPAIRS OF SECURITY AND FIRE ALARM SYSTEMS**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement 3892 between the City of Montebello and Ion Security Systems, LLC for a One (1) Year Term Extension through June 30, 2026; and
2. Authorize the City Manager to execute the Amendment on behalf of the City; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

12. **APPROVE AMENDMENT NO. 3 TO AGREEMENT NO. 3878 WITH SHOCKWAVE ELECTRIC FOR THE PROVISION OF CITYWIDE ON-CALL ELECTRICAL SERVICES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 3 to Agreement No. 3878 between the City of Montebello and Shockwave Electric, increasing the annual not-to-exceed amount by an additional Seventy Thousand Dollars (\$70,000); and

2. Authorize the City Manager to execute the Amendment on behalf of the City; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

13. **APPROVE AMENDMENT NO. 2 TO AGREEMENT 3834 WITH CLEAN SWEEP SUPPLY CO. TO PROVIDE CITYWIDE JANITORIAL SUPPLIES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement 3834 between the City of Montebello and Clean Sweep Supply Co. for a One (1) Year Extension through June 30, 2026; and
2. Authorize the City Manager to execute the Amendment on behalf of the City; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

14. **REJECT BIDS RECEIVED FOR CONSTRUCTION OF THE SENIOR CENTER REMODEL PROJECT (CP 925)**

RECOMMENDATION: It is recommended that the City Council:

1. Reject bids received for construction of the Senior Center Remodel Project (CP 925) in accordance with Public Contract Code Section 22038(a)(1); and
2. Authorize staff to modify the project scope of work in conformance with all applicable engineering standards; and
3. Authorize staff to re-advertise the Notice Inviting Bid in accordance with Public Contract Code Section 22038(a)(1); and
4. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

15. **APPROVE AMENDMENT NO. 1 TO AGREEMENT 3836 WITH WEST COAST ARBORIST FOR CITYWIDE TREE GRID PRUNING, TREE REMOVALS, TREE PLANTING, AND EMERGENCY SERVICES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement 3836 between the City of Montebello and West Coast Arborists to exercise the first one-year term extension through October 14, 2026, and increase the annual not-to-exceed amount by ten percent (10%) in addition to the five percent (5%) cost of living annual increase; and
2. Authorize the City Manager to execute the Amendment on behalf of the City; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

16. APPROVE AGREEMENT NO. 4403 WITH PRECISION CONCRETE CUTTING, INC. FOR CITYWIDE SIDEWALK IMPROVEMENTS PROJECT (CP 941)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4403 between the City of Montebello and Precision Concrete Cutting, Inc for sidewalk improvements project (CP 941) for a not-to-exceed amount of \$1,000,000; and
2. Approve use of a cooperative agreement between Public Risk Innovation Solutions and Management (PRISM) and Precision Concrete Cutting as allowed by Montebello Municipal Code Chapter 3.20.050(F) – Cooperative Purchases; and,
3. Authorize the City Manager to execute Agreement No. 4403 on behalf of the City; and
4. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

17. APPROVE PURCHASE OF FOUR (4) LOW-EMISSION VEHICLES AND CHARGING EQUIPMENT FOR THE POLICE DEPARTMENT UTILIZING SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (AQMD) FUNDING

RECOMMENDATION: It is recommended that the City Council:

1. Approve the purchase of four (4) vehicles and electric charging equipment for the Police Department using Air Quality Management District (AQMD) funds; and,
2. Authorize the purchase of the four (4) vehicles utilizing Montebello Municipal Code Section 3.20.050(F) - Cooperative Purchase, through Sourcwell Cooperative Contract #032824-OLA (Attachment B); and,
3. Authorize the City Manager to execute all necessary documents related to the purchase of four vehicles and charging equipment; and,
4. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$200,000 in Account No. 245-99-6082 (AQMD, Vehicle Purchases) and \$45,000 in Account No. 245-99-6010.10 (AQMD, Machinery and Equipment); and,

5. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

18. APPROVE ISSUING BUS ADVERTISING SERVICES REQUEST FOR PROPOSALS (RFP) NO. 26-04

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing Bus Advertising Services Request for Proposals No. 26-04 (RFP No. 26-04); and
2. Take such additional, related, action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

19. APPROVE PURCHASE OF AN EMERGENCY RESPONSE VEHICLE / PARAMEDIC RESCUE SQUAD FROM ELK GROVE AUTO UTILIZING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FISCAL YEAR 2025-26 FUNDING

RECOMMENDATION: It is recommended that the City Council:

1. Approve the purchase of one (1) 2026 Ram 4500 Chassis Cab Tradesman 4x2 Crew Cab (Model DP4L93) in the amount of \$254,032 from Elk Grove Auto; and
2. Authorize the City Manager, or designee, to execute all necessary documents to effectuate the purchase of the vehicle plus necessary emergency equipment for the vehicle, with a not-to-exceed amount of \$325,488 to accommodate taxes, fees, incidental costs and emergency response equipment; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$325,488 in Account No. 255-85-850-6082 (CDBG, Fire, Fire Administration, Vehicle Purchases); and
4. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

20. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO 26-05 FOR DESIGN, ENGINEERING, AND CONSTRUCTION SUPPORT SERVICES FOR A ZERO-EMISSION BUS FACILITY UPGRADE

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing Request for Proposals (RFP) No. 26-06 for Design, Engineering and Construction Services for a Zero-Emission Bus Facility Upgrade; and
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

21. **ADOPT RESOLUTION NO. 25-85 AUTHORIZING THE DIRECTOR OF FINANCE TO SUBMIT A CLAIM FOR FUNDING PROVIDED BY THE TRANSPORTATION DEVELOPMENT ACT AND THROUGH THE LOCAL TRANSPORTATION FUND AND THE STATE TRANSIT ASSISTANCE FUND FOR FISCAL YEAR 2025-26**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-85 authorizing the Director of Finance to submit a claim for funding provided by the Transportation Development Act and through the Local Transportation Fund and the State Transit Assistance Fund for Fiscal Year 2025-26; and
2. Take such additional, related, action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

22. **ADOPT RESOLUTION NO. 25-84 AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS REQUIRED TO OBTAIN FUNDS PROVIDED BY SENATE BILL 1**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-84 authorizing the City Manager to execute all documents required to obtain funds provided by Senate Bill 1 (SB1); and
2. Take such additional, related, action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

23. **APPROVE PROFESSIONAL SERVICE AGREEMENTS WITH IBE DIGITAL FOR PROVISION OF PRINTING AND COPYING SERVICES, MANAGED INFORMATION TECHNOLOGY SERVICES, AND TECHNICAL STAFF AUGMENTATION SERVICES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Proposal submitted by IBE Digital (IBE) for the acquisition and leasing of printing and copying equipment utilized by the City via the Sourcwell cooperative agreement approach, with terms of such acquisition subject to the final negotiation and approval of the City Manager (Attachment D); and
2. Approve Professional Services Agreement No. 4408 with IBE Digital for Managed Information Technology Services and Technical Staff Augmentation Services as set forth in the proposal submitted by IBE Digital (Attachments B, C, and D); and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

24. **APPROVAL OF MINUTES: SEPTEMBER 10, 2025, CITY COUNCIL MEETING**

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

25. **PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-83 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED SEPTEMBER 24, 2025**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-83 approving the Warrant Register dated September 24, 2025.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Tamayo, Peralta, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Alonzo		

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

Members will provide a brief report on meetings attended at the expense of the local agency as required by Government

Code Section 53232.3(d).

None.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Georgina Tamayo, Mayor Pro Tem**

1. I'd like to seek consensus to prioritize a cleanup effort along Lincoln Avenue, in particular the area that connects Avenida de La Merced to San Gabriel Boulevard. Residents in the area have raised concerns about debris and overall conditions, and addressing this will help improve safety, appearance, and community pride.

1. *Consensus was received.*

- **Scarlet Peralta, Councilmember**

1. Discussion and direction to develop a Median Landscape Beautification Plan.
2. Infant changing stations at City Hall and public facilities.

1. *Consensus was received.*
2. *City Manager Alvarez informed the Council that the installation of infant changing stations in public restrooms was underway. He added that staff would provide a follow-up report on the progress.*

- **Ric Alonzo, Councilmember**

- **Danielle Romero, Councilmember**

1. Montebello's first Annual Car show was a success, bringing the community together and highlighting our heritage of iconic Whittier Blvd.
2. National Suicide Awareness Month is more than just a month and we each can reach out to someone to help.
3. Police & Community Resource Center is going to bring safety services to the southside.

1. *Councilmember Romero thanked the City for organizing the Montebello Car Show.*
2. *Councilmember Romero announced her oral.*
3. *Councilmember Romero announced her oral.*

- **Salvador Melendez, Mayor**

CLOSED SESSION - CONTINUED**ADJOURNMENT**

The City of Montebello will adjourn to the next **Regular Meeting on October 8, 2025, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Director of City Clerk Services for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, September 21, 2025, no later than 6:00 p.m.**



Kimberly Guillen, Director of City Clerk Services

Mayor Melendez adjourned the meeting at 8:39 p.m.

THE MINUTES OF SEPTEMBER 24, 2025, ARE HEREBY APPROVED AND ADOPTED ON THIS 8TH DAY OF OCTOBER 2025.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **CITY OF MONTEBELLO FORECASTED AGENDA**

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.**

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:**

MEETING DATE: **TIME RECEIVED:**

SPEAKER'S FULL NAME: Lieutenant William Molinari **PHONE:**
(Optional)

ADDRESS:

ORGANIZATION REPRESENTED: Montebello Police Management Association
(Optional)

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:**

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Monique DeLibovi **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 09-24-2025 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Rosa Tamayo **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 9/24/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: MP01A **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 9/24/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Paul Hurtado **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: LINDA NICHOLAS **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



7

CITY OF MONTEBELLO

Request No.



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: TILA GREGORIAN **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



8

CITY OF MONTEBELLO

Request No.



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO.

6

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

View preservation

MEETING DATE:

9-24-25

TIME RECEIVED:

SPEAKER'S FULL NAME:

Felipe Acuña

PHONE

(Optional)

ADDRESS:

[Redacted Address]

ORGANIZATION REPRESENTED:

Real estate

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED:

No ☒

Yes ☐

Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 9



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 24 Sept 2025

TIME RECEIVED: 1900

SPEAKER'S FULL NAME: GREG GONZALEZ

PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 6

Opposed ☐

In Support ☒

Neutral ☐

TOPIC: VIEWSHED preservation

MEETING DATE: 9-24-25

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

DAVID MATANOR

PHONE

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No.

2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐

AGENDA ITEM NO.

6

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** _____

MEETING DATE: 09-24-2025 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME:

HAMBAR KARMIRYAN

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 6

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** VIEWSHED PRESERVATION

MEETING DATE: 9/24/2025 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: TIM YAMAMOTO **PHONE:** _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 6

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Andre Duke

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: MATCH

(Optional)

90640

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 6

Opposed ☐

In Support ☒

Neutral ☐

TOPIC: _____

MEETING DATE: 9/24/25

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Alexandra Briseno

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 6

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** _____

MEETING DATE: 9/24/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ELAINE HIROYE HARADA **PHONE:** _____

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

✓

CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 6

Opposed ☐

In Support ☒

Neutral ☐

TOPIC:

View Preservation Ordinance

MEETING DATE:

9/24

TIME RECEIVED:

SPEAKER'S FULL NAME:

Wilfrido Soto

PHONE:

(Optional)

ADDRESS:



(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 8



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 6
Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** View Preservation Ordinance

MEETING DATE: 9/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Xvette Fimbres **PHONE:** _____

ADDRESS: Morris Place (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 9



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 6

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 9/24/25

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Maria Knox

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

September 24, 2025

Good evening, honorable Mayor, staff, and community

This evening, I'd like to speak on a few items that are concerning to our community. I watched a clip from a meeting of the City of Whittier Council, a man went up to the podium clapped his hands to get the attention of Councilmembers. He said I want you all to know I met with the FBI and they are coming to the city of Whittier to investigate the corruption by you all on the dais.

Well (clap hands) now I want you all up there to know the FBI isn't coming to Montebello. They are already here investigating in Montebello.

Now you Tamayo and you Scarlet need to wonder who's going to get you first? Will it be the FBI or will it be the Los Angeles County District Attorney Office of Public Integrity?

As for the cleanup on Lincoln, Georgina, make sure that you or the city gets permission from the Army Corp of Engineers. Do not do what Rick did and go into the riverbed to cleanup and cause the city to be sent a letter by LA County to Cease and Desist entering their property.

Please do your homework, prior Councilmembers also wanted to clean up and were told it's between LA County and the Army Corps of Engineers to do cleanup, and did not allow the City of Montebello to enter their property.

Also on Lincoln Avenue there were cameras to record people, dumping mattresses, large furniture, etc. on the side of the road. I do not know if those camera still exist, previously people that were caught dumping were issued a citation, with a penalty and fine by the city.

Please before the City tries to hold another Car Show, do your homework, various residents said it was mainly the people from the car clubs like you Romero attending. How much did that use of City facilities cost us?

Just like the waste of \$700,000 for that sorry excuse for a dog park, which would've been better used to improve the playgrounds for the children in the community.

I don't think any resident would've complained if that \$700,000 would've been used to improve the playgrounds, including one for special-needs children that would've had top priority in our book.

Back in April, I gave you all a bill for half your stipend that was paid to you when one meeting was canceled and the full month for you Scarlet because you were awol the whole month.

Then the month of July, you went dark so that's another month of stipends. You owe us the residents. Then I looked up and I see that we are \$14,700,000.00 millions in the red for less revenue the last quarter how can you with any good conscience accept the stipends when you DID NOT do your job?

Please make a motion that councilmembers will not be paid if they do not attend a meeting just like commissioners do not get paid if they don't attend a meeting.

Also, any city employee, or commissioner must have a live scan test to be involved in the city, since you are our public leaders lead by example take a life scan. It would be interesting to see if any of you have any criminal background.

Thank you.

Item No. 6 - Written Public Comments	
Name	Support/ Opposed
Angela Lu	Support
Pam Sakamoto	Support
Moises Mejia	Support
Kin Fung	Support
Loren Ponce	Support
Jeanne Chen	Support
Antranik Kasbarian	Support
Ruzanna	Support
John Woo	Support
Jeanette Calderon	Support
California Housing Defense Fund	Opposed

From: [REDACTED]
To: [Comment, ccpublic](#)
Subject: [External Email] Protect our/my scenic Hilltop View - 9/24 hearing
Date: Saturday, September 20, 2025 3:58:03 PM

[REDACTED]

Dear Montebello Mayor, Council members, Staff,

My name is Angela Lu and I live on the 800 block of Perry Avenue. I am writing today as I am unable to attend in person for the hearing on Wednesday to support the view protection ordinance for hilltop homes, but truly want to be part of the supporters there to protect our hilltop view!!

My best choice in life was purchasing this beautiful hilltop view home in Montebello since 2019. We are grateful and fortunate not only having a lovely neighborhood and friendly neighbors, BEST thing my family and I have been loving and treasuring our time everyday living in this house is enjoy watching the sunset, and look out and up anytime can see the beautiful skies. This has become my family tradition when there is a holiday or gathering which friends and family would come over to celebrate the special events.

We can't imagine losing this part in our daily lives! Not only the scenic views, but the open air, light, and skies bring us to connect with nature and clear surroundings. This is vital to a healthy living environment for all of us. We feel free and relaxed at our backyard to enjoy the open skies and feel privileged living in the city of Montebello.

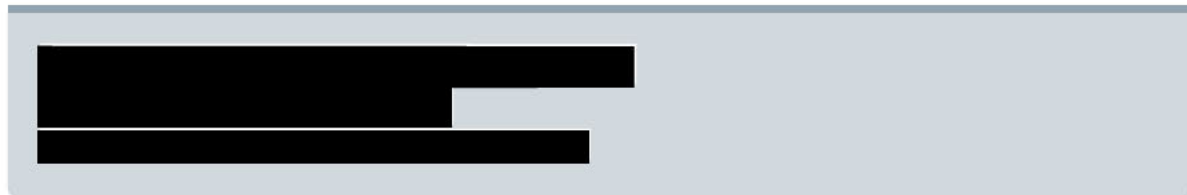
Please don't take this beautiful hill views away from my family and the neighbors. Can't imagine this lovely city will have tall trees, oversize obstructions blocking, losing, destroying the praises and wonderful nature of clean views for the Montebello city residents.

At the end of the day - Montebello stands for beautiful mountains, or hill - All of us belong to the city of Montebello need to protect and make sure we live up to this name! Please help Montebello residents to maintain our beautiful city with hilltop views.

Thank you in advance for adopting the view protection ordinance so Montebello can continue to show its beautiful hilltop views and for us to proudly call the city of Montebello our home!

Sincerely yours,
Angela Lu

From: [REDACTED]
To: [Comment, cpublic](#)
Subject: [External Email] Protect Scenic Hilltop Views
Date: Sunday, September 21, 2025 8:55:14 AM



Hello, Mr. Mayor, Councilmembers, and staff

My name is Pam Sakamoto from the 800 block of Bunker Hill Ave. My family has been in Montebello since 1976 when we purchased our home. It was a new home with a beautiful view of the city at night. However, over the years, my neighbors below on Yorktown have let their trees grow on the slope that block my view.

I have reached out to them in the past, but it does not make them routinely trim the trees.

Please support this ordinance so I can see the beautiful lights of the city again.

Thank you,
Pam Sakamoto

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

From: [REDACTED]
To: [Comment, cpublic](#)
Subject: [External Email] Protect Your Scenic Hilltop View
Date: Sunday, September 21, 2025 9:08:17 AM

Good evening Mr. Mayor, Councilmembers, and Staff,

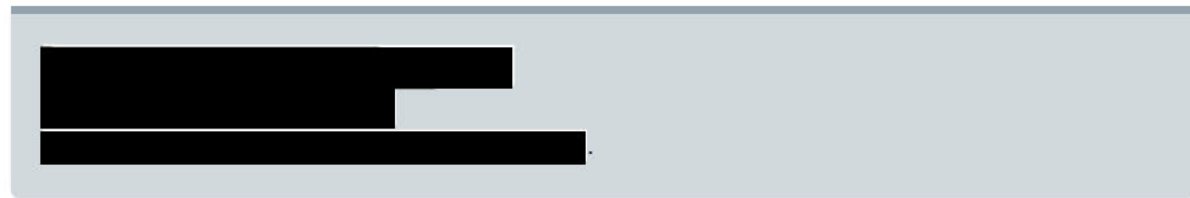
My name is Moises Mejia from the 1000 block on N Igula Street. My family has been proud to call Montebello home since 1977. One of the things that makes our city special is its ridgeline views. Views that give us light, open skies, and a sense of connection to the land.

When those views are blocked by unchecked trees or oversized obstructions, we lose more than just scenery, we lose part of Montebello's character, beauty and livability. Montebello stands for beautiful mountains, or beautiful hills, let's make sure we live up to our name. I urge you to adopt the view protection ordinance, so our community's beauty is preserved for generations.

Thank you,
Moises Mejia

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

From: [REDACTED]
To: [Comment, cpublic](#)
Cc: [REDACTED]
Subject: [External Email] protect our scenic hilltop view
Date: Sunday, September 21, 2025 10:56:53 AM



Good morning Mr. Mayor, council members and staff,
My name is Kin Fung from the 800 block of Bunker Hill Ave., My family has been provided to call Montebello home since 1980. One of the things that makes our city special is its ridgeline views-views that give us lights, open skies, and a sense of connection to the land.

When those views are blocked by unchecked trees or oversized obstructions, we lose more than just scenery-we lose part of Montebello's character, beauty, and livability. Most important is the blushes will create fire hazard during hot weather. Montebello stands for beautiful mountains, or beautiful hills, let's make sure we live up to our name. I urge you to adopt view protection ordinance, so our community's beauty is preserved for generations. With that, I respectfully conclude my comments, thank you.

Best regards
Kin Fung

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

From: [REDACTED]
To: [Comment, cpublic](#)
Subject: [External Email] Wed Sep 24: Comment, View Protection Ordinance
Date: Sunday, September 21, 2025 5:38:45 PM

[REDACTED]

Good evening, Mr. Mayor, Councilmembers and Staff,

My name is Loren Ponce from the 800 block of North Maple Avenue. My family has been proud to call Montebello home since 2016. One of the things that makes our city special is its ridgeline views that give us light, open skies and a sense of connection to the land. When those view are blocked by unchecked trees or oversized obstructions we lose more than just scenery, we lose part of Montebello's character, beauty and liveability. Montebello stands for beautiful mountains or beautiful hills. Let's make sure we live up to our name. I urge you to adopt the View Protection Ordinance so our community's beauty is preserved for generations. With that, I respectfully conclude my comments.

Loren Ponce

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

From: [REDACTED]
To: [Comment, cpublic](#)
Subject: [External Email] Support for Viewshed Preservation Overlay Ordinance No. 2483
Date: Sunday, September 21, 2025 8:26:57 PM

[REDACTED]

Dear Council Member / Planning Commissioner,

I am writing to express my strong support for Ordinance No. 2483, the Viewshed Preservation Overlay Ordinance, which aims to protect the scenic quality and natural character of our community's hillside and ridgeline areas.

Preserving our viewsheds is not only vital for maintaining the aesthetic and environmental integrity of our region, but also for safeguarding public health, safety, and community welfare. Ordinance No. 2483 provides a thoughtful framework for regulating development in visually sensitive areas, ensuring that future improvements are compatible with existing landforms and minimize visual disruption.

Key aspects of the ordinance that I support include:

- **Protection of major and minor ridgelines** from intrusive development.
- **Development standards** that reduce grading, earthmoving, and vegetation removal.
- **Design guidelines** that promote architecture harmonious with the natural terrain.
- **Administrative review processes** that balance efficiency with environmental oversight.

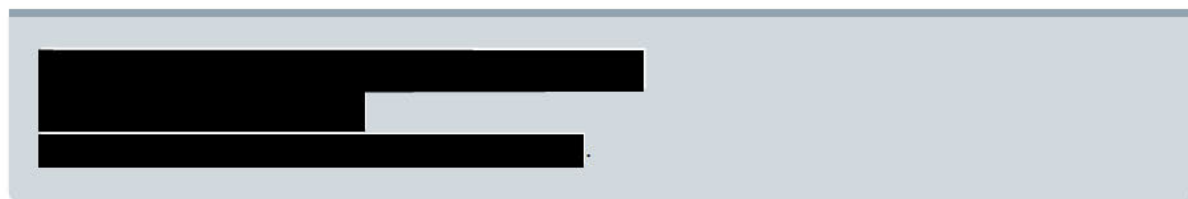
As a resident who values the unique beauty of our landscape, I believe this ordinance is a necessary step toward responsible growth and long-term preservation. I urge you to vote in favor of Ordinance No. 2483 and continue to advocate for policies that protect our community's scenic and ecological resources.

Thank you for your leadership and commitment to sustainable planning.

Sincerely,

Jeanne Chen
920 N. Durango Street, Montebello, CA 90640

From: [REDACTED]
To: [Comment, ccpublic](#)
Subject: [External Email] View Protection Ordinance
Date: Monday, September 22, 2025 11:47:20 AM



Good evening Mr. Mayor, Councilmembers, and staff.

My name is Antranik Kasbarian, and I live at 1001 Lexington Avenue here in Montebello. My family has been proud to call this city home since 1975. Over the past five decades, we have seen Montebello grow and change, but one thing that has always made our city special are its ridgeway views.

These views are more than just scenery — they bring natural light into our homes, give us open skies to enjoy, and create a sense of connection to the land around us. They're part of what makes Montebello feel like Montebello.

Unfortunately, when those views are blocked by unchecked tree growth or oversized structures, we lose more than just the ability to see the horizon. We lose part of our city's character, its beauty, and the very livability that has kept families like mine here for generations.

The name Montebello literally means "beautiful mountains" or "beautiful hills." That name carries a responsibility. It reminds us that our identity as a community is tied to the natural beauty around us. We should do everything we can to protect that identity.

That is why I urge you to adopt the View Protection Ordinance. This measure isn't about limiting growth or preventing people from enjoying their property — it's about balance, fairness, and preserving what makes our city unique. By adopting this ordinance, you will ensure that current residents and future generations alike can enjoy the same beauty and sense of place that brought so many of us to Montebello in the first place.

With that, I respectfully conclude my comments. Thank you for your time and your service to our community.

Antranik Kasbarian

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From: [REDACTED]
To: [Comment, ccpublic](#)
Subject: [External Email] View Protection Ordinance
Date: Monday, September 22, 2025 1:35:13 PM



Dear Mr. Mayor and Council Members,

My name is Ruzanna, and I have lived in Racquet Mountain HOA for over 17 years. One of the main reasons my family and I purchased our property was because of its beautiful view.

I strongly support the ordinance that protects properties with views, as this is an important part of our community and quality of life.

Thank you for your time and consideration.

Sincerely,

Ruzanna

[Sent from Yahoo Mail for iPad](#)

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

From: [REDACTED]
To: [Comment, ccpublic](#)
Subject: [External Email] View Protection Ordinance
Date: Tuesday, September 23, 2025 11:02:02 AM

[REDACTED]

Gentleman,

I am living in North Montebello hilltop property. The neighbors below us have numbers of big trees obstructing our view for many years now. It is certainly causing the drop in property values at our location. When I brought the house in 1978, we had 360 degrees view of North San Gabriel mountain and downtown. Throughout the years, the neighbors' trees getting taller and taller and obstructing our view. We are now have less than 15 percent of view. Since we do not want any conflict with our neighbors, we did not say or request any actions from them. Many cites such as Palos Verdes, Beverly Hills, and Hollywood Hills have same type of ordinance in place many years ago. I am fully support this ordinance and urge the city council to adopt it. It will bring back the high property values in our area. Thank you for allowing me to express my view of this ordinance.

Sincerely,
John

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

From: [REDACTED]
Subject: [Comment, ccpublic](#)
Date: [External Email] New ordinance to protect hilltop home views
Tuesday, September 23, 2025 11:29:45 AM

To Whom it may concern,

My name is Jeanette Calderon and I and my husband and family have lived at 853 North Vail Ave in Montebello since 1986. Since then we have enjoyed and appreciated the amenity of a beautiful view of L.A Civic Center and panoramic coastal and sometimes Catalina views. Today, as we have grown older become more home bound, this amenity is even more valuable to us.

In th past, we had an encounter with a neighbor regarding an obstruction to our view. However, we were able to settle the problem with some compromises. I also notice that other neighbors have very large trees which can present fire hazards, because the owners do not trim them.

I appreciate that the Council has developed an ordinance that will help preserve this beautiful feature which enhances the value of Montebello residential properties. I believe that curtailing overgrown plants and trees will also avoid fires.

I urge you to adopt the ordinance to protect our views and maintain the values, desirability and beauty of our community.

Thank you for your attention to this matter.

Sincerely,

Jeanette Calderon
Lawrence Calderon

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.



Sep 24, 2025

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

By Email: Smelendez@montebelloca.gov; gtamayo@montebelloca.gov;
speralta@montebelloca.gov; ralonzougalde@montebelloca.gov;
dromero@montebelloca.gov;

CC: cjimenez@montebelloca.gov; JPalombi@montebelloca.gov;
ralvarez@montebelloca.gov; aglasman@agclawfirm.com

Re: Proposed Viewshed Preservation Overlay

Dear Montebello City Council,

The California Housing Defense Fund ("CalHDF") submits this letter to remind the City of its obligation to abide by all relevant state and federal laws when considering the proposed Viewshed Preservation Overlay for the meeting of September 24, 2025. Specifically, the City must comply with Housing Element law, SB 330, the Housing Accountability Act, and other statutes.

The Viewshed Preservation Overlay, as proposed, would result in a violation of state law (including Housing Element Law) inasmuch as the viewshed overlay would: inhibit development of the City's Regional Housing Needs Allocation; add a new governmental constraint that must be analyzed and mitigated by the City's Housing Element; violate numerous policies in the City's Housing Element; require no-net loss findings to be made; violate the City's duty to affirmatively further fair housing; constitute an impermissible downzoning in violation of SB 330; and be non-objective.

The Viewshed Protection Overlay Would Violate Housing Element Law

The Viewshed Preservation Inhibits Development of the City's Regional Housing Needs Allocation

If the outcome of these regulations is that proposed developments actually produce fewer units than projected, then this policy violates Housing Element Law. The City's Housing Element has planned for three sites within the proposed overlay area: sites 7, 14, and 15.

2201 Broadway, PH1, Oakland, CA 94612
hi@calhdf.org

Together, the City's Housing Element plans for 3,069 housing units on these sites, of which 1,124 are planned to be lower-income units. This is more than half of the City's lower-income Regional Housing Needs Allocation ("RHNA") of 2,021 units.

However, if the City's proposed viewshed overlay is adopted as proposed, then this capacity will likely be unachievable if developers can only develop multifamily buildings to lower heights and densities. Implementing the viewshed overlay as proposed calls into question the City's ability to achieve substantial compliance with its Housing Element.

The Viewshed Protection Overlay Is a New Government Constraint that Must Be Analyzed

The Viewshed Protection Overlay represents a new governmental constraint on housing, which the City's Housing Element fails to analyze. A city's housing element must analyze potential and actual governmental constraints on housing maintenance and production. (Gov. Code, § 65583, subd. (a)(5).)

The City's Housing Element must include a specific analysis of how the Viewshed Protection Overlay will constrain housing development, but the overlay is not discussed at all in the Housing Element.

Furthermore, the Housing Element must include programs to actively remove constraints. (Gov. Code, § 65583, subd. (c)(3).) By imposing new land use regulations (i.e. the Viewshed Protection Overlay) that inhibit development, the Housing Element will directly violate this aspect of Housing Element Law.

The Viewshed Preservation Overlay Violates Numerous Policies in the City's Housing Element

Additionally, the proposed Viewshed Protection Overlay runs counter to goals and policies in the City's Housing Element:

- Goal 2: Increase housing production to improve affordability for the City's current and future residents.
- Policy 2.1: The City shall increase zoning capacity to allow more housing to be built.
- Policy 2.6: The City shall streamline entitlement and permitting process to reduce the cost of new housing and to accelerate housing production.
- Goal 3: Ensure fair and equal housing opportunity.

Instead of streamlining entitlements and liberalizing zoning, the Viewshed Protection Overlay does the contrary:

- Code sections 17.41.040 and 17.41.050 require a visual impact analysis to be submitted as part of a development application.
- Code section 17.41.040 requires mitigation measures to protect views and it requires applicants to seek variances.
- Code section 17.41.060 calls for height limits and upper story setbacks
- Code section 17.41.080 calls for enhanced public review

The City's implementation of this ordinance is a direct violation of its own Housing Element.

The City Must Make No Net Loss Findings to Pass the Viewshed Protection Overlay

If the City adopts the Viewshed Protection Overlay as proposed, it may fail to meet its RHNA obligations and violate the No Net Loss Law, i.e., Government Code section 65863. Pursuant to State law, the City must:

“... ensure that its housing element inventory... can accommodate, at all times throughout the planning period, its remaining unmet share of regional housing need... At no time... shall a city... by administrative, quasi-judicial, legislative, or other action permit or cause its inventory of sites identified in the housing element to be insufficient to meet its remaining unmet share of the regional housing need for lower and moderate-income households.” (Gov. Code, § 65863, subd. (a).)

Since the City's Housing Element has already been approved by HCD and adopted, the City must first ensure that the proposed Viewshed Protection Overlay will not interfere with its RHNA obligations for each income category by reducing the residential capacity of any inventoried sites in the Housing Element before adopting the ordinance. If the proposed Viewshed Protection Overlay would reduce an inventoried site's residential capacity, the City must first make written findings, supported by substantial evidence, that the remaining inventoried sites can still accommodate its RHNA requirements. (Gov. Code, § 65863, subd. (b)(1).)

If the remaining inventoried sites cannot accommodate the City's RHNA requirements, then the City must immediately identify and add additional, adequate sites to its Housing Element to ensure there is no net loss of residential unit capacity. (Gov. Code, § 65863, subd. (c)(1).) Any “actions to identify additional sites or rezone must occur before or concurrently with any action or approval to reduce a parcel's density.” (Gov. Code, § 65863, subd. (c)(1); [Memorandum](#) from HCD on No Net Loss Law Gov. Code, § 65863 (Oct. 2, 2019).) If those actions “represent a fundamental alteration” to the City's approved Housing Element, the City is required to amend their Housing Element's inventoried sites pursuant to Government Code section 68885, subdivision (b), which requires revisions to be submitted to HCD for review, prior to or concurrently with, any action or approval to reduce a parcel's residential density.

The Ordinance Will Violate the City's Duty to Affirmatively Furthering Fair Housing

Local governments have a duty to affirmatively further fair housing ("AFFH"). (Gov. Code § 8899.50; *Martinez v. City of Clovis*, 90 Cal.App.5th 193, 283 (2023)). California's 2018 law, AB 686 (Gov. Code, § 8899.50), requires all public agencies in the state to promote fair housing and avoid actions that undermine this duty, building on the federal Fair Housing Act of 1968. In *Martinez v. City of Clovis*, the California Court of Appeal held that the City of Clovis's Housing Element law violation also constituted a violation of a city's statutory duty to AFFH because "one purpose of Housing Element Law and its requirement that municipalities zone sufficient sites to accommodate their RHNA is to further affordable housing for lower income households." (*Id.* at 289).

For purposes of state fair housing law (see, e.g., Gov. Code, § 8899.50), residents of low-income housing are a protected class. The City is obligated by state law (*ibid.*) not to discriminate against such residents based on protected characteristics.

The Viewshed Protection Overlay will hamper the development of more than half of the City's lower-income RHNA by imposing enhanced public review processes, height limits, and building articulation requirements. This will make building housing more difficult and expensive and discourage the building of new housing affordable to lower-income households. Discouraging affordable housing development violates the City's duty to affirmatively further fair housing under state law.

The Ordinance is an Impermissible Downzoning

The City may not adopt any regulations if they would have the effect of reducing the intensity of land use, as such a downzoning is forbidden by SB 330. Government Code section 66300, subdivision (b)(1)(A) prohibits local agencies from (emphasis added):

Changing the general plan land use designation, specific plan land use designation, or zoning of a parcel or parcels of property to a less intensive use or reducing the intensity of land use within an existing general plan land use designation, specific plan land use designation, or zoning district in effect at the time of the proposed change, below what was allowed under the land use designation or zoning ordinances of the affected county or affected city, as applicable, as in effect on January 1, 2018, except as otherwise provided in clause (ii) of subparagraph (B) or subdivision (h). For purposes of this subparagraph, "reducing the intensity of land use" **includes, but is not limited to, reductions to height, density, or floor area ratio,** new or increased open space or lot size requirements, new or increased setback requirements, minimum frontage requirements, or maximum lot coverage limitations, **or any other action** that would individually or cumulatively reduce the site's residential development capacity.

The proposed Viewshed Protection Overlay violates this state law in multiple ways.

If the Council implements the ordinance with height controls and increased setbacks, this is a violation of the specific terms of SB 330 and is also an effective downzoning as compared with what was allowed under the City's zoning on January 1, 2018. In turn, this could make many residential projects unbuildable. The City may not apply this standard to any housing development projects if it would reduce a project's residential development capacity.

The California Court of Appeal has made clear that the City's proposed actions here would violate state law's prohibition on downzoning. In *Yes in My Back Yard v. City of Culver City* (2023) 96 Cal.App.5th 1103, the Court of Appeal ruled that a reduction in floor-area-ratio ("FAR") maximums violated the downzoning prohibition. This conclusion was straightforward: the reductions in FAR maximums cut the buildable capacity of parcels they applied to in direct violation of the letter and the spirit of state law. The same is true of the City's proposal here.

The Ordinance is Not Objective

Of note, the City may not enforce non-objective standards. This is because the Housing Accountability Act ("HAA") only permits consideration of objective standards. (Gov. Code, § 65589.5, subd. (j).) The HAA defines "objective" as "involving no personal or subjective judgment by a public official and being uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official." (*Id.* at subd. (h)(9).)

SB 330 also protects projects against non-objective criteria. Specifically, SB 330 prohibits "Imposing or enforcing design standards established on or after January 1, 2020, that are not objective design standards." (Gov. Code, § 66300, subd. (b)(1)(C).) SB 330 defines "Objective design standard" in almost identical terms as the HAA: "a design standard that involves no personal or subjective judgment by a public official and is uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal of an application." (*Id.* at subd. (a)(7).)

The viewshed protection overlay does not satisfy SB 330's definition of "objective," nor does it satisfy the HAA's definition of "objective." This means that the City may not enforce the overlay.

The following provisions of the ordinance are not objective:

Section 1741.020 DEFINITIONS

(9) Visual Quality: Visual quality is a result of the interactive experience [sic] viewers and their environment.

Section 1741.040 REVIEW PROCEDURE FOR DEVELOPMENT AND/OR IMPROVEMENTS AFFECTING PROTECTED VIEWS

(2) Application Requirements: Developers shall submit a visual impact analysis as part of the development application, which demonstrates how the project will maintain or enhance the integrity of protected views.

(3) Mitigation Measures: If a proposed development is found to significantly obstruct or diminish a protected view, the applicant may be required to:

- Adjust the height, size, color, bulk, or placement of the structure to minimize impact.
- Incorporate landscaping, screening, or other elements to reduce visual intrusion.
- Explore alternative site designs or building configurations that better preserve the protected view.

Section 1741.050 VISUAL IMPACT ANALYSIS

Visual impact analysis may be required for any property in any viewshed area designated on Exhibit 1741.050, Viewshed Preservation Areas Map. If it is determined by the Director of Planning and Community Development that the construction of [sic] new multiple story structure or any addition may obstruct the protected views, a visual analysis shall be required.

Section 1741.060 HEIGHT LIMITATIONS IN VIEWSHED PROTECTION AREAS

(3) Any building or structure that exceeds these height limits may be required to incorporate measures that minimize visual impact, such as stepped-back facades, lower profiles, or architectural features that blend with the natural environment.

1741.070 EXTERIOR COLOR AND MATERIAL [sic] LIMITATIONS IN VIEWSHED PROTECTION AREAS

(1) In the designated viewshed protected areas, colors of residence, fences, walls, and all other exterior structures should complement or be consistent with the colors of the natural environment. Visible roof coverings and deck surfaces shall not be reflective.

It is impossible for an applicant to know, ex ante, whether or not a visual impact analysis will be required by the City, what needs to be included in the analysis, and how to comply with such standards. Rather, this ordinance establishes a wholly subjective process, which is unenforceable, as discussed *supra*.

The Proposed Viewshed Protection Overlay May Not Be Applied to Sites in the Housing Element Inventory

The City may not use the proposed viewshed protection overlay to disapprove certain residential development projects on sites in the City's housing element site inventory. This follows from the portion of the HAA known as the "baby builder's remedy," i.e. Government Code Section 65589.5, subdivision (d)(5)(A):

[A local jurisdiction may not cite inconsistency with the zoning code to] disapprove or conditionally approve a housing development project if the housing development project is proposed on a site that is identified as suitable or available for very low, low-, or moderate-income households in the jurisdiction's housing element, and consistent with the density specified in the housing element, even though it is inconsistent with both the jurisdiction's zoning ordinance and general plan land use designation.

The viewshed protection overlay must take note of this rule and, at minimum, exempt such projects from its requirements.

The City cannot rely on subdivision (f)(1) of the HAA to escape this outcome. That subdivision allows the application of objective standards only if they are "appropriate to, and consistent with, meeting the jurisdiction's share of the regional housing need." (Gov. Code, § 65589.5, subd. (f)(1).) On top of this, any development standards applied based on subdivision (f)(1)'s authority "shall be applied to facilitate and accommodate development at the density permitted on the site and proposed by the development." (*Ibid.*)



CalHDF understands the City's desire to protect its scenic vistas. We remind the City, however, that it must take care to follow the law in doing so. The current proposal needs many revisions before it can be finalized and implemented in accordance with state and federal law.

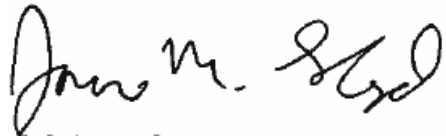
CalHDF encourages the Council to exempt housing development projects from the requirements of the viewshed protection overlay. As discussed in this letter, the viewshed overlay presents considerable legal issues, and the City is much better off simply exempting housing developments from their provisions.

CalHDF is a 501(c)(3) non-profit corporation whose mission includes advocating for increased access to housing for Californians at all income levels, including low-income households. You may learn more about CalHDF at www.calhdf.org.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dylan Casey', with a long horizontal stroke extending to the right.

Dylan Casey
CalHDF Executive Director

A handwritten signature in black ink, appearing to read 'James M. Lloyd', with a stylized, cursive script.

James M. Lloyd
CalHDF Director of Planning and Investigations



ITEM # 26

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-89 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED OCTOBER 8, 2025**

RESOLUTION NO 25-89
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO
HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand No.1600, consisting of 7 pages, and including:

Warrant No.

General: Check No. 608452 through 608588
ACH No. 9307 through 9386
Successor Agency No. 1538 - 1539

On file in the office of the City Clerk, the same having been audited and approved by the Assistant Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED ON THIS 8th OF OCTOBER 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-89

Page 2 of 2

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-89 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 8th day of October 2025 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full, and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk

- Exhibit A – Warrant Register



City of Montebello
Register of Demands No. 1600
From Payment Date 09/12/25 - To Payment Date 09/25/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
9307	08/31/2025	\$295.72	SUPPLIES	3163	BANK OF AMERICA
9308	12/31/2024	\$77.30	FUEL	3163	BANK OF AMERICA
9309	01/31/2025	\$33.69	FUEL	3163	BANK OF AMERICA
9310	03/31/2025	\$35.52	FUEL	3163	BANK OF AMERICA
9311	08/31/2025	\$611.52	SUPPLIES	3163	BANK OF AMERICA
9312	08/31/2025	\$195.30	SUPPLIES	3163	BANK OF AMERICA
9313	08/05/2025	\$612,476.09	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
9314	08/13/2025	\$6,600.77	PENSION/RETIREMENT PAYABLE	17	CAL PERS
9315	09/04/2025	\$787.40	PENSION/RETIREMENT PAYABLE	17	CAL PERS
9316	09/04/2025	\$270.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
9317	09/10/2025	\$486,556.21	PENSION/RETIREMENT PAYABLE	17	CAL PERS
9318	07/10/2025	\$466,591.38	PENSION/RETIREMENT PAYABLE	17	CAL PERS
9319	07/29/2025	\$463,357.06	PENSION/RETIREMENT PAYABLE	17	CAL PERS
9320	08/22/2025	\$474,903.76	PENSION/RETIREMENT PAYABLE	17	CAL PERS
9321	08/08/2025	\$464,046.69	PENSION/RETIREMENT PAYABLE	17	CAL PERS
9322	09/18/2025	\$800.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
9323	09/18/2025	\$4,640.55	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
9324	09/18/2025	\$3,274.18	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
9325	09/18/2025	\$2,968.43	UNIFORM EXPENSE	62880	AMERICAN MARKER
9326	09/18/2025	\$1,722,610.65	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
9327	09/18/2025	\$3,514.45	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
9328	09/18/2025	\$42,187.32	UTILITY SERVICES	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
9329	09/18/2025	\$4,618.24	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
9330	09/18/2025	\$1,500.00	EDUCATION REIMBURSEMENT	4159	ROBERT FIERRO
9331	09/18/2025	\$9,552.65	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
9332	09/18/2025	\$12,822.12	VEHICLE MAINTENANCE/EXPENSES	1822	JOHNSON EQUIPMENT COMPANY
9333	09/18/2025	\$10,504.28	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
9334	09/18/2025	\$647.68	SUPPLIES	26670	LIFE-ASSIST INC
9335	09/18/2025	\$11,316.00	CONTRACT SERVICES	4931	LINCOLN CONCEPTS
9336	09/18/2025	\$2,800.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
9337	09/18/2025	\$1,562.50	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WA	3489	MARK THOMAS & COMPANY INC
9338	09/18/2025	\$969.17	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP
9339	09/18/2025	\$1,040.12	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO



City of Montebello
Register of Demands No. 1600
From Payment Date 09/12/25 - To Payment Date 09/25/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
9340	09/18/2025	\$443.94	SUPPLIES	3110	TOMAS ALVARADO
9341	09/18/2025	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
9342	09/18/2025	\$1,628.91	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
9343	09/18/2025	\$377.05	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
9344	07/31/2025	\$4,100.17	SUPPLIES	3163	BANK OF AMERICA
9345	07/31/2025	\$2,248.29	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
9346	06/30/2025	\$162.58	SUPPLIES	3163	BANK OF AMERICA
9347	08/31/2025	\$273.00	SUPPLIES	3163	BANK OF AMERICA
9348	08/31/2025	\$116.35	SUPPLIES	3163	BANK OF AMERICA
9349	08/31/2025	\$806.58	SUPPLIES	3163	BANK OF AMERICA
9350	04/30/2025	\$5,525.97	SUPPLIES	3163	BANK OF AMERICA
9351	08/31/2025	\$339.62	SUPPLIES	3163	BANK OF AMERICA
9352	07/31/2025	\$2,696.05	SUPPLIES	3163	BANK OF AMERICA
9353	07/31/2025	\$869.27	SUPPLIES	3163	BANK OF AMERICA
9354	08/31/2025	\$4,207.52	TRAINING	3163	BANK OF AMERICA
9355	08/31/2025	\$3,490.33	TRAVEL & MEETINGS	3163	BANK OF AMERICA
9356	08/31/2025	\$145.64	SUPPLIES	3163	BANK OF AMERICA
9357	08/31/2025	\$729.54	TRAINING	3163	BANK OF AMERICA
9358	08/31/2025	\$165.13	SUPPLIES	3163	BANK OF AMERICA
9359	09/15/2025	\$4,363.48	FRINGE BENEFITS	58990	VISION SERVICE PLAN
9360	09/24/2025	\$1,480.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
9361	09/15/2025	\$1,941.12	RETIREMENT	58990	VISION SERVICE PLAN
9362	09/25/2025	\$185,980.13	VEHICLE PURCHASES	1700	72 HOUR LLC
9363	09/25/2025	\$17,899.00	CONTRACT SERVICES	3333	A & A FLEET PAINTING INC
9364	09/25/2025	\$5,769.52	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
9365	09/25/2025	\$5,665.79	MACHINERY & EQUIPMENTS	20350	ALLSTAR FIRE EQUIPMENT INC
9366	09/25/2025	\$54,334.43	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
9367	09/25/2025	\$2,753.20	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
9368	09/25/2025	\$2,108.12	SUPPLIES	62880	AMERICAN MARKER
9369	09/25/2025	\$2,267.30	CONTRACT SERVICES	3982	EVERNORTH CARE SOLUTIONS, INC.
9370	09/25/2025	\$39,063.73	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
9371	09/25/2025	\$121,005.44	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WA	24820	HARDY & HARPER INC
9372	09/25/2025	\$1,880.71	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
9373	09/25/2025	\$704.91	SUPPLIES	1612	JCL TRAFFIC SERVICES



City of Montebello
Register of Demands No. 1600
From Payment Date 09/12/25 - To Payment Date 09/25/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
9374	09/25/2025	\$301.00	TRAINING	43100	LUIS LOPEZ JR
9375	09/25/2025	\$720.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
9376	09/25/2025	\$6,745.87	ADVERTISING/PRINTING SERVICES	4162	MCGREGOR SHOTT, INC.
9377	09/25/2025	\$7,966.21	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
9378	09/25/2025	\$33,479.95	CONTRACT SERVICES	2940	OCEAN BLUE ENVIRONMENTAL SERVICES INC
9379	09/25/2025	\$44,150.40	CONTRACT SERVICES	42180	PCAM LLC DBA PARKING COMPANY OF AMERICA
9380	09/25/2025	\$2,173.50	CONTRACT SERVICES	3147	PMC PLUMBING INC
9381	09/25/2025	\$577.68	SUPPLIES	1120	BLUETRITON BRANDS INC
9382	09/25/2025	\$474.24	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
9383	09/25/2025	\$59.68	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
9384	09/25/2025	\$844,584.06	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WA	5014	TORO ENTERPRISES INC.
9385	09/25/2025	\$4,731.74	SUPPLIES	3088	WAXIE SANITARY SUPPLY
9386	09/25/2025	\$528.65	CONTRACT SERVICES	3140	WEX HEALTH INC
ACH TOTAL		\$6,236,738.15			
608452	09/18/2025	\$307,126.32	IMPROVEMENTS OTHER THAN BUILDING	199	ALL AMERICAN ASPHALT
608453	09/18/2025	\$1,486.95	CONTRACT SERVICES	4467	AP TRITON LLC
608454	09/18/2025	\$2,483.22	UTILITY SERVICES	39550	AT&T
608455	09/18/2025	\$9,976.80	UTILITY SERVICES	39550	AT&T
608456	09/18/2025	\$42.24	UTILITY SERVICES	39550	AT&T
608457	09/18/2025	\$8,639.88	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
608458	09/18/2025	\$15,806.58	CONTRACT SERVICES	2589	AXON ENTERPRISE INC
608459	09/18/2025	\$675.00	PERMITS AND FEES	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
608460	09/18/2025	\$228.40	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
608461	09/18/2025	\$1,916.42	SUPPLIES	5158	CATALINA TOURS LLC
608462	09/18/2025	\$681.76	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
608463	09/18/2025	\$1,951.00	RETIREMENT	3128	CITY OF BELL GARDENS
608464	09/18/2025	\$27.64	UTILITY SERVICES	36610	CITY OF PICO RIVERA
608465	09/18/2025	\$14,545.16	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
608466	09/18/2025	\$3,219.79	CONTRACT SERVICES	4468	COLLICUTT ENERGY SERVICES INC
608467	09/18/2025	\$1,905.00	SUPPLIES	5159	CRYPTO.COM ARENA
608468	09/18/2025	\$9,756.29	CONTRACT SERVICES	4846	CWE



City of Montebello
Register of Demands No. 1600
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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
608469	09/18/2025	\$9,400.00	CONTRACT SERVICES	4956	E GALLO INC
608470	09/18/2025	\$12,081.03	IMPROVEMENTS OTHER THAN BUILDING	4822	ESTATE DESIGN AND CONSTRUCTION INC
608471	09/18/2025	\$490.19	UNIFORM EXPENSE	55650	GALLS LLC
608472	09/18/2025	\$6,864.00	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
608473	09/18/2025	\$384.78	VEHICLE MAINTENANCE/EXPENSES	3914	GRAFIX SYSTEMS
608474	09/18/2025	\$2,993.77	CONTRACT SERVICES	5100	GREAT ARCHITECH LLC
608475	09/18/2025	\$5,425.04	SUPPLIES	2059	HASA INC
608476	09/18/2025	\$16.72	CONTRACT SERVICES	4933	HIRSCH PIPE & SUPPLY CO INC
608477	09/18/2025	\$4,999.86	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
608478	09/18/2025	\$3,046.93	MACHINERY & EQUIPMENTS	993	IVA SOLUTIONS INC
608479	09/18/2025	\$3,601.43	MACHINERY & EQUIPMENTS	4765	JCB SOUTHERN CALIFORNIA, LLC
608480	09/18/2025	\$3,520.00	CONTRACT SERVICES	5162	ANTONIO JIMENEZ GARCIA
608481	09/18/2025	\$4,894.25	CONTRACT SERVICES	3716	KOA CORPORATION
608482	09/18/2025	\$2,000.00	CONTRACT SERVICES	5116	AGUSTIN LOPEZ
608483	09/18/2025	\$96.00	UTILITY SERVICES	1627	MARCOM COMMUNICATIONS SYSTEMS
608484	09/18/2025	\$20,913.25	MACHINERY & EQUIPMENTS	4918	MES SERVICE COMPANY LLC
608485	09/18/2025	\$505.87	VEHICLE MAINTENANCE/EXPENSES	31790	MIGUEL ZAVALA DBA MZ AUTO GLASS
608486	09/18/2025	\$13,644.68	SUPPLIES	43370	MIRACLE RECREATAION EQUIPMENT COMPANY, INC
608487	09/18/2025	\$164.00	EDUCATION REIMBURSEMENT	5082	RICHARD MORAN, JR.
608488	09/18/2025	\$4,625.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
608489	09/18/2025	\$2,100.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
608490	09/18/2025	\$528.16	RETIREMENT	42490	LINDA PAYAN
608491	09/18/2025	\$200.00	CONTRACT SERVICES	2709	ERNEST PERALTA
608492	09/18/2025	\$45,975.34	CONTRACT SERVICES	5134	PHILLIP BURNS DBA THE ARROYO GROUP
608493	09/18/2025	\$7,725.00	CONTRACT SERVICES	5019	POWERSCHOOL HOLDINGS LLC
608494	09/18/2025	\$133.94	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
608495	09/18/2025	\$3,707.50	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
608496	09/18/2025	\$4,496.04	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
608497	09/18/2025	\$3,948.85	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
608498	09/18/2025	\$1,130.06	SUPPLIES	4884	SDK INVESTMENT GROUP DBA SDK BUILDING SUPPLIERS
608499	09/18/2025	\$1,842.16	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
608500	09/18/2025	\$800.11	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
608501	09/18/2025	\$43,971.29	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
608502	09/18/2025	\$7,231.80	SUPPLIES	3007	SOUTHERN CALIFORNIA TROPHY COMPANY



City of Montebello
Register of Demands No. 1600
From Payment Date 09/12/25 - To Payment Date 09/25/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
608503	09/18/2025	\$337.50	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
608504	09/18/2025	\$22,499.00	CONTRACT SERVICES	3394	T & G GLOBAL LLC
608505	09/18/2025	\$165.00	CONTRACT SERVICES	526	T-MOBILE USA INC
608506	09/18/2025	\$5,980.35	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
608507	09/18/2025	\$28,012.19	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
608508	09/18/2025	\$228.90	MACHINERY & EQUIPMENTS	41430	THOMSON REUTERS - WEST
608509	09/18/2025	\$5,146.66	CONTRACT SERVICES	20070	UC REGENTS
608510	09/18/2025	\$75,482.13	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
608511	09/18/2025	\$3,146.52	UTILITY SERVICES	72570	US TELEPACIFIC CORP
608512	09/18/2025	\$38.01	UTILITY SERVICES	23610	VERIZON WIRELESS
608513	09/18/2025	\$1,806.68	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
608514	09/18/2025	\$28,840.00	CONTRACT SERVICES	2857	WOLVERINE FENCE COMPANY INC
608515	09/18/2025	\$15,730.50	CONTRACT SERVICES	3731	YUNEX LLC
608516	09/25/2025	\$450.00	CONTRACT SERVICES	1674	1st JON INC
608517	09/25/2025	\$939.72	CONTRACT SERVICES	4686	A.O. REED & CO LLC
608518	09/25/2025	\$60,059.30	CONTRACT SERVICES	4776	ADMINISURE INC
608519	09/25/2025	\$8,333.32	CONTRACT SERVICES	3557	ADVOCATE INC
608520	09/25/2025	\$173.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
608521	09/25/2025	\$2,255.57	UTILITY SERVICES	38380	AT&T
608522	09/25/2025	\$60.89	UTILITY SERVICES	39550	AT&T
608523	09/25/2025	\$4,051.74	UTILITY SERVICES	1732	AT&T CORP
608524	09/25/2025	\$5,987.64	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
608525	09/25/2025	\$14,767.50	CONTRACT SERVICES	3975	AVENU INSIGHTS & ANALYTICS, LLC
608526	09/25/2025	\$5,009.00	PROMOTIONS	4014	NIKO BEGAKIS
608527	09/25/2025	\$1,381.78	ADVERTISING/PRINTING SERVICES	5114	BORER PRINTING COMPANY LLC
608528	09/25/2025	\$93,254.20	CONTRACT SERVICES	4831	BOWMAN CONSULTING GROUP LTD
608529	09/25/2025	\$164.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
608530	09/25/2025	\$552.51	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
608531	09/25/2025	\$128.47	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
608532	09/25/2025	\$232,733.00	CONTRACT SERVICES	30170	CITY OF DOWNEY
608533	09/25/2025	\$173.00	CONTRACTORS	5166	DEMAND CONSTRUCTION
608534	09/25/2025	\$40.00	PARKS AND RECREATION	2604	FELIPE CORONADO
608535	09/25/2025	\$662.10	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
608536	09/25/2025	\$7,515.29	CONTRACT SERVICES	5124	EPLUS TECHNOLOGY, INC.



City of Montebello
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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
608537	09/25/2025	\$532.80	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
608538	09/25/2025	\$424.85	CONTRACT SERVICES	4694	CRISTINA GARCIA
608539	09/25/2025	\$408.00	VEHICLE MAINTENANCE/EXPENSES	28730	GARFIELD CAR WASH
608540	09/25/2025	\$4,554.81	VEHICLE MAINTENANCE/EXPENSES	75590	ALHAMBRA MOTOR
608541	09/25/2025	\$13,895.00	CONTRACT SERVICES	5168	GREENWOOD PARTNERSHIP LLC
608542	09/25/2025	\$2,688.70	SUPPLIES	2059	HASA INC
608543	09/25/2025	\$1,475.00	CONTRACT SERVICES	5149	SERGIO HERNANDEZ
608544	09/25/2025	\$14,912.00	CONTRACT SERVICES	5090	IDS GROUP, INC.
608545	09/25/2025	\$10,896.00	CONTRACT SERVICES	5021	J&S STRIPING COMPANY, INC.
608546	09/25/2025	\$10,000.00	CONTRACT SERVICES	3321	JOSE LUIS ZAVA DBA: AZTLAN ATHLETICS LLC
608547	09/25/2025	\$102,773.13	CONTRACT SERVICES	5133	LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE
608548	09/25/2025	\$12.00	SUPPLIES	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
608549	09/25/2025	\$28,345.00	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
608550	09/25/2025	\$15.57	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
608551	09/25/2025	\$15.59	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
608552	09/25/2025	\$1,097.50	CONTRACT SERVICES	5071	MITZVAH456 LLC
608553	09/25/2025	\$3,672.00	MACHINERY & EQUIPMENTS	5163	MOTIVOSITY, INC.
608554	09/25/2025	\$1,006.53	SUPPLIES	47860	NATIONAL EMBLEM INC
608555	09/25/2025	\$3,485.75	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
608556	09/25/2025	\$1,500.96	SUPPLIES	15620	OFFICE DEPOT INC
608557	09/25/2025	\$130,820.00	CONTRACT SERVICES	3834	OPTIBUS INC
608558	09/25/2025	\$300.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
608559	09/25/2025	\$1,407.60	CONTRACT SERVICES	1597	PACIFIC COAST ELEVATOR CORP
608560	09/25/2025	\$61,366.07	CONTRACT SERVICES	4428	PALADIN TECHNOLOGIES USA INC
608561	09/25/2025	\$571.00	GENERAL GOVERNMENT	5169	SARAH PALOMINO
608562	09/25/2025	\$250.00	GENERAL GOVERNMENT	5170	SILVIA L PEREZ
608563	09/25/2025	\$10,894.77	LEASE PAYMENT	2357	PNC BANK NATIONAL ASSOCIATION
608564	09/25/2025	\$4,565.42	MACHINERY & EQUIPMENTS	503	QUADIENT INC
608565	09/25/2025	\$1,000.00	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
608566	09/25/2025	\$850.00	CONTRACT SERVICES	4421	YANNI RAZ
608567	09/25/2025	\$250.00	GENERAL GOVERNMENT	5171	OFELIA SALINAS
608568	09/25/2025	\$32,032.00	CONTRACT SERVICES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
608569	09/25/2025	\$1,584.56	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
608570	09/25/2025	\$225,198.11	LEASE PAYMENT	2846	SANTANDER BANK NA



City of Montebello
Register of Demands No. 1600
From Payment Date 09/12/25 - To Payment Date 09/25/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
608571	09/25/2025	\$18,213.75	CONTRACT SERVICES	3234	SCHOOL NUTRITION PLUS
608572	09/25/2025	\$2,770.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
608573	09/25/2025	\$6,890.40	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
608574	09/25/2025	\$42,024.94	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
608575	09/25/2025	\$8,007.61	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
608576	09/25/2025	\$1,072.06	CONTRACT SERVICES	3397	STERICYCLE INC
608577	09/25/2025	\$3,180.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
608578	09/25/2025	\$10,000.00	CONTRACT SERVICES	2785	TOWNSEND PUBLIC AFFAIRS INC
608579	09/25/2025	\$89.79	SUPPLIES	69680	TRIANGLE SPORTS INC
608580	09/25/2025	\$104,733.93	MACHINERY & EQUIPMENTS	1188	TYLER TECHNOLOGIES INC
608581	09/25/2025	\$71,569.59	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
608582	09/25/2025	\$8,252.16	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS INC
608583	09/25/2025	\$52.49	CONTRACT SERVICES	4593	VESTIS GROUP INC
608584	09/25/2025	\$11,583.42	CONTRACT SERVICES	3731	YUNEX LLC
608585	09/25/2025	\$4,216.36	SUPPLIES	4873	ATLAS COMMERCIAL PRODUCTS DBA EVENTSTABLE
608586	09/25/2025	\$1,500.00	EDUCATION REIMBURSEMENT	5106	ADAM BICKFORD
608587	09/25/2025	\$41,975.82	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
608588	09/25/2025	\$49.12	CONTRACT SERVICES	45630	SOUTHERN CALIFORNIA EDISON
CHECK TOTAL		\$2,239,013.13			
1538	09/18/2025	\$2,255.00	CONTRACT SERVICES	15180	SCS FIELD SERVICES
1539	09/25/2025	\$1,500.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
SUCCESSOR TOTAL		\$3,755.00			



EXHIBIT

CITY OF MONTEBELLO FORECASTED AGENDA

NOTE: The attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.



City Council Forecasted Agenda Calendar - October

October 22nd - Special City Council Meeting

Item #	Description	Session	Department	Presenter
	Appeal of Decision to Revoke Business License - Jungle Gift and Snacks Culture Trading Inc.	Public Hearing	Planning	Joe P.

October 22nd - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Minutes	Consent.	Admin	Kimberly G.
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.