# Los Angeles Unified School District

# **PROCUREMENT SERVICES DIVISION**

333 South Beaudry Avenue, 28<sup>th</sup> Floor, Los Angeles, CA 90017 Telephone (213) 241-3087 ◆ Fax (213) 241-2853

ALBERTO M. CARVALHO

Superintendent

**KARLA ESTRADA** 

**Deputy Superintendent of Instruction** 

**PEDRO SALCIDO** 

**Deputy Superintendent of Business Services & Operations** 

April 21, 2025



CHRISTOPHER D. MOUNT-BENITES

Chief Business Officer

SUNG YON LEE

Deputy Chief Business Officer

MATTHEW A. FRIEDMAN

Interim Chief Procurement Officer

CONVERGEONE, INC.

10900 Nesbitt Avenue South Bloomington, MN 55437

#### NOTICE OF AWARD

RFQ / Contract No: R-25018 / 2530013

ARIBA Contract No.: C9381

Contract Type: JOB ORDER CONTRACTING

Contract Description: ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA)

CATEGORY B – PUBLIC ADDRESS (PA) AND TELEPHONE INSTALLATIONS

SENT VIA EMAIL: <a href="mailto:rnye@onecl.com">rnye@onecl.com</a> david.ngo@onel.com

Contract Amount: \$1,000,000 (BID ADJUSTMENT FACTOR 1.3500)

**Contract Duration:** 365 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on **April 21, 2025** hereby defined as the **EFFECTIVE DATE OF THE CONTRACT.** 

The Gordian Group will be contacting you shortly to provide training and access in the eGordian© web-based application used in the JOC Program. If you have any questions regarding this eGordian application, please contact Farhan Karimi at (310) 228-0082.

If you should have any questions regarding award of contract, please send email to <a href="mailto:xochitl.vargas@lausd.net">xochitl.vargas@lausd.net</a> or call me at 213-241-3102 (desk)

Sincerely,

Xochitl Vargas

Contract Administration Analyst

M. Friedman F. Karimi D. Lozon

C. Pettus WTW (OCIP)
K. Kennedy R. Lim, FPPS
A. Tiongco E. Tran, PSA

H. Aguilar

# INTER-OFFICE CORRESPONDENCE

Los Angeles Unified School District



TO: Courtney Pettus

**Contract Administration Manager** 

FROM: Xochitl Vargas

**Contract Administration Analyst** 

SUBJECT: RECOMMENDATION TO AWARD CONTRACT NO.: 2530013/C9381

The following Contract is recommended for award.

CONTRACT NAME: JOB ORDER CONTRACT / RFQ / Bid No. R-25018

CONTRACT DESCRIPTION: ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA)

Category B – Public Address (PA) and Telephone Installations.

The contract award amount is \$1,000,000.00. The estimated contract range is \$25,000.00 to Maximum Contract Value of \$8,660,000. The contract period is 365 calendar days. An awarded JOC Contract does not guarantee that any job order(s) will be issued by the District during this term.

All bid documentation and other supporting correspondence required to date have been reviewed in determining that **CONVERGEONE**, **INC**. is one of the qualified and pre-qualified bidders on this p9381roject.

The Job Order contract will be encumbered from the accounts listed below, provided by Program Controls:

		ACCOUNTING LINES		
CONTRACT NO. / BID NO.	DOLLAR AMOUNTS	PROJECT WBS (123)	FUNCTIONAL AREA	GL ACCOUNT
CONTRACT 2530013/C9381 RFQ / Bid NO. R-25018	\$25,000.00	F-306022-215-9010	0000-8500-14742	580005
Contract Amount (Base bid Only)	\$			

Contract Contingency	DOLLAR			
(5% of total Contract Amount)	<u>AMOUNTS</u>	PROJECT WBS (123)	FUNCTIONAL AREA	GL ACCOUNT
	N/A			
Contingency Amount	N/A			
Total Amount Required to Award	_			
Contract:	N/A			

Recommendation to Award prepared by:

Xocluit Vargas

4/21/2025

**DATE:** April 21, 2025

Xochitl Vargas, Contract Administrator

(Signature/date)

Courtney Pettus

Recommendation to Award Contract No. 2530013/C9381

Information Technology Services (ITS)

JOC – Electrical and Low Voltage Contracting Services

Category B – Public Address (PA) and Telephone
Installations

CONVERGE ONE, INC. (822797)

For Use by Job Order Contracting Unit (Central Office only):

	10/22/2024 &
DATE RFQ WAS ADVERTISED	10/29/2024
DATE OF LAST DUE DILIGENCE	
(\$1M OR MORE, NOT BE MORE THAN 2 YEARS)	08/26/2024
DATE OF D&B	
(\$500K OR MORE, NOT BE MORE THAN A YEAR OLD)	06/17/2024
OCIP ENROLLMENT DATE	04/18/2025
CONTRACTOR PRE-QUALIFIED AT	
RFQ/BID DUE DATE	YES
PREQUALIFICATION	
EFFECTIVE DATE	02/02/2024
PREQUALIFICATION EXPIRATION	
DATE	02/01/2025
AMOUNT OF PREQUAL	\$5,000,000
BID RELEASE DATE	10/10/2024
BID SUBMITTAL DATE	12/23/2024
DOLLAR VALUE OF AWARD	\$1,000,000
TOTAL NUMBER OF BIDDERS	7

# **PUBLICATIONS USED TO ADVERTISE RFQ**

Los Angeles Daily Journal 10/22/2024 and 10/29/2024	
e-Bidboard 10/22/2024	
One (1) Trade Publication for Advert dodge.docs@construction.com 10/2	
DUE DILIGENCE INDICAT	TORS
CONTRACTOR PERFORMANCE SCORE	93.5
EMR	1.14

# ADDITIONAL STEPS, IF NECESSARY, TO DETERMINE RESPONSIVENESS

The District is awarding a contract from RFQ / BID R-25018.

**CONVERGEONE**, **INC**. is the qualified and prequalified bidder and is being awarded JOC Master Contract **2530013/C9381**.

All bid documentation and other supporting correspondence required to date have been reviewed.

Funding Pre-Encumbrance, Bonds, OCIP, Insurance, and Completion of Contract Requirements have been verified by:

ay.

Xochitl Vargas, Contract Administrator

Signature

Docusigned by:

Contract Pottus

Approved by: Chief Procurement Officer or Designee

Signature

Date

Date

Delegated Authority: Up to \$1,000,000, Gayane Stepanyan's signature is required; Over \$1,000,000 and up to 2,500,000, Courtney Pettus's signature required.

c: RCD OAR File DOCUMENT 00 4100

Bidder Name: ConvergeOne, Inc.

#### BID AND ACCEPTANCE FORM

**Category B** (Public Address (PA) and Telephone Installations)

- 1.01 BID SUBMISSION INSTRUCTIONS
  - A. Submit this form, along with the Required Bid Forms, electronically as indicated in Section 00 2113 Instructions to Bidders. The bid shall be submitted by the Bid Due Date.
  - B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.
  - C. Failure to submit the complete Bid and Acceptance Form may invalidate the bid.
- 1.02 BID SUBMITTAL DUE DATE: No later than 3:00 PM, December 16, 2024
- 1.03 PROJECT IDENTIFICATION:
  - A. The undersigned, is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other Bidding Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for JOB ORDER CONTRACTING FOR ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES FOR ALL WORK HOURS (WEEKDAYS, WEEKENDS & HOLIDAYS) RFQ/BID NO. R-25018 (DISTRICT-WIDE) in strict conformity with the Bidding Documents prepared by LAUSD Procurement Services Division.
- 1.04 Bidder acknowledges the following Addendum:

Number Number	Number Number	Number Number	r Number Number	Number	Number N	umber N	umbe
1							

- 1.05 BID ADJUSTMENT FACTOR(S)
  - A. <u>Adjustment Factor</u>. The Contractor bids one (1) Bid Adjustment Factor that will be applied against the prices set forth in the Construction Task Catalog<sup>®</sup> (CTC). This Bid Adjustment Factor will be used to price out fixed price work orders by multiplying the Bid Adjustment Factor by the Unit Prices and quantities.
  - B. <u>Base Term</u> (12 months from Notice of Contract award or expenditure of the \$8,660,000 Maximum Contract Value, whichever occurs first)

Adjustment Factor - Unit work requirements to be performed for all Work Hours (Weekdays, Weekends and Holidays), for Projects as ordered by the OWNER in individual Job Orders against the contract.



Utilize four decimal places. Use conventional rounding.

#### 1.06 <u>Cost of Non Pre-Priced Task</u>

Non Pre-priced tasks, if any, shall be separately identified and submitted in the proposal. Information submitted in support of Non Pre-priced tasks shall include, but not be limited to, the following:

- 1. Complete Specifications and technical data, including task content, support drawings, task cost data, quality control and inspection requirements.
- 2. Work schedule.
- 3. Costing data shall include a cost analysis report, establishing the basis for selecting the approach proposed for accomplishment of the requirements. Unless otherwise directed by LAUSD, costing data will be submitted demonstrating that the Contractor sought and received three quotes. The Contractor shall provide an installed Unit Price (or demolition price if appropriate) that shall include all costs required to accomplish the Non Pre-priced task.
- 4. The final price submitted for Non Pre-priced tasks shall be according to the following formula:

### COST OF NON PRE-PRICED TASK = A + B + C + D

#### **Contractor Performed Duties**

- A = Direct labor cost and fringe benefits per prevailing wage rates
- B = Direct material costs (supported by quotes)
- C = Direct equipment costs (supported by equipment amortization data)
- D = Allowable profit and overhead (this includes Worker's Compensation insurance) Total Cost of Non Pre-Priced Task =  $(A + B + C) \times 10\%$

#### **Subcontractor Performed Duties**

E = Cost of Subcontractors to Contractor (supported by quotes)

Total Cost of Non Pre-Priced Task = E x 10%

- 5. The Contractor shall break down any Non Pre-priced items if the labor, material or equipment required to accomplish the Non Pre-priced task can be used out of the Construction Task Catalog® (CTC) at a Pre-priced rate times the Bidder's Adjustment Factor. Whether the Work requirement is Pre-priced or Non Pre-priced is a final determination by LAUSD, binding and conclusive on the Contractor.
- 6. Following approval by LAUSD of a Non Pre-priced task and Unit Price, the Non Pre-priced task Unit Price will be entered into the computer database.
- 7. The total extended price for the Non Pre-priced task will be determined by multiplying the Unit Price by the quantity required. The price offered in the proposal will be determined by multiplying the total extended price by an Adjustment Factor of 1.1000.
- 8. After a Non Pre-priced task is used on three separate Job Orders, the Unit Price for such task will be established, following approval by the District, and fixed as a permanent pre-priced task that will no longer require price justification. Any changes made to the CTC will be incorporated via amendment to the master JOC contract.
- 9. LAUSD determination as to whether an item is a Pre-priced task or a Non Pre-priced task shall be final, binding and conclusive as to the Contractor.
- 1.07 The Bid Adjustment Factor includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.12 of the General Conditions.
- 1.08 BASIS OF AWARD OF CONTRACT:
  - A. Pursuant to Public Contract Code (PCC) 20919 et seq., the District may award multiple Job Order Contracts to the most qualified and prequalified bidder based on the pre-established criteria set forth under the RFQ.

#### B. OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

### Article 1 - Scope of Work

The CONTRACTOR shall perform, within the time stipulated in the Contract Documents, all of which are incorporated herein and shall provide all labor, materials, equipment, tools, utility services, transportation and everything else necessary to complete in a workmanlike manner, and in exact compliance with the terms of the Contract Documents, all of the Work required in connection with this Contract.

#### **Article 2 - Time for Completion**

The Term of the Contract shall commence on the date stated in the OWNER Notice of Award. The Base Period of the Contract shall be 365 calendar days or the expenditure of the Maximum Contract Value whichever occurs first. The time period for individual Job Orders will be determined for each Job Order Notice to Proceed.

### 1.09 TIME IS OF THE ESSENCE.

### Article 3 - Hold Harmless, Defense and Indemnification

To the fullest extent permitted by law, the CONTRACTOR, even if it is without fault itself, shall indemnify, defend and hold harmless the OWNER, the Board, the OCIP Administrator, and its and their respective officers, employees, program administrators, representatives, agents and consultants, from every liability, claim, loss, cause of action, action, demand, penalty, cost, expense (including without limitation, attorneys' fees) related to or arising from:

- 1. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with the Work;
- 2. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or any person, firm, or corporation, directly or indirectly employed by it upon or in connection with the Work, whether the injury or damage occurs upon or adjacent to the Work;
- 3. The furnishing or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance under the Contract Documents; and
  - 4. As otherwise provided in the Contract Documents.

The CONTRACTOR at its own cost, expense, and risk, shall defend all legal proceedings that may be brought against all such potential indemnities for any such liability, claim, loss, cause of action, action, demand, penalty, cost and expense, and satisfy any resulting judgment that may be rendered against any of them whether or not the liability, claim, loss, cause of action, action, demand, penalty, cost and expense (including without limitation, attorneys' fees) was actually or allegedly caused wholly or in part through the negligence or other tortious conduct of any of them. OWNER shall have the right to approve counsel proposed for any such defense and shall be consulted with regard to any proposed settlement. This Article 3 is not meant to require the CONTRACTOR to defend, indemnify or hold harmless the potential indemnities from their own active negligence, such as is prohibited by Civil Code Section 2782.

### **Article 4 - Insurance**

The OWNER maintains an Owner Controlled Insurance Program (OCIP). The specific provisions of that program are set forth in the General Conditions. CONTRACTOR will provide its own insurance coverage as to all types of insurance not provided for in the program and relevant to the Project in amounts of coverage and by carriers approved by the OWNER.

# **Article 5 - Bonding**

If the amount of original award of the Contract exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), the CONTRACTOR shall furnish to the OWNER a Payment Bond (Material and Labor). CONTRACTOR shall also provide a Faithful Performance Bond. Both Bonds shall be for 100% of the Maximum Contract Value and contain the terms and conditions required by Articles 5.17 through 5.18 of the General Conditions. The CONTRACTOR is also required to submit all other bonds as required by the Contract Documents.

# Category B (Public Address (PA) and Telephone Installations)

Diddor Nomo:	ConvergeOne	Inc
bidder Name.	ConvergeOne,	IIIC.

# **Article 6 - Provisions Required by Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted and the Contract Documents shall be read and enforced as though it were included in the Contract Documents. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

BID DATE: December 16	, 20_24
By_ConvergeOne, Inc.	
(Firm Name as it appears on Contractor'	s State License)
(Signature of authorized person to sign	n bid)
Print Name: Shane Harper	
Business Address: <u>10900 Nesbitt Avenue South,</u>	Bloomington, MN 55437
Contractor License No.: 861504	
Phone No. 888-321-6227	
Email Address: c/o david.ngo@oneC1.com	

Category B (Public Address (PA) and Telephone Installations)	FOR PROCUREMENT USE ON		
	Contract Number		
	2530013 Category B		
1.10 ACCEPTANCE	with Plans with Specs		
This Contract is made and entered into on the date set forth on Page 4 Los Angeles Unified School District, by and through its Board of Education (hereinafted)	of this Contract, by and between the		
ConvergeOne, Inc.	,		
{Name as it appears on Contractor's State License – to be filled in by OWNER / Facilite, a corporation {sole ownership, partnership, corporation, joint venture, or other}	ies Contracts}		
This Contract is for the purpose of constructing that Project identified as <b>JOB ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (RFQ HOURS (Weekdays, Weekends and Holidays) (DISTRICT-WIDE).</b> CONTRACT bidder in response to the Request for Qualifications (RFQ) issued by the OWNER pur and represents that it is qualified to perform all of the terms, covenants, promises and contractor shall perform all work required, necessary, proper for or incidental to contract of the Unit Pri Catalog <sup>®</sup> and the Adjustment Factor(s) as specified in the Bid Form.	NO. R-25018) FOR ALL WORK OR is the most qualified prequalified rsuant to Public Contract Code 20919 onditions of this Contract. Impleting the Detailed Scope of Work		
Article 7 - Contract Value			
The Contract is an indefinite-quantity contract for construction work and service CONTRACTOR shall accept, in full payment for performance as required by the Contrange is between Twenty-five thousand dollars (\$25,000) to the Maximum Contract Sixty Thousand Dollars (\$8,660,000), to be determined by individual Job Orders, as p	ract Documents the estimated contract Value of <b>Eight million Six Hundred</b>		
The term of the JOC Contract is 12 months or whenever the maximum value of the JOC less. The initial value of the JOC Contract may be increased up to the maximum tot hundred sixty thousand dollars (\$8,660,000) at any time and as deemed necessary by th (BAF) shall remain fixed for the term of the JOC Contract.	al dollar amount of eight million, six		
Additionally, upon mutual consent, the contract may be extended for two (2) option per the maximum contract amount must not exceed seventeen million, three hundred twent within the maximum contract term of three (3) years. Any option beyond the initial term the discretion of LAUSD with the understanding that the Bid Adjustment Factor (BAF) shall remain fixed for the term of the JOC Contract.	y thousand dollars (\$17,320,000) n of the contract, may be exercised at		
An awarded JOC Contract does not guarantee that any job order(s) will be issued by the	e District during the term.		
It is understood and agreed that all applicable taxes are included in the Contract Value which the OWNER is exempt, is not included. The OWNER, upon request, will full Exemption Certificates as may be required by the Manufacturer or Dealer.			
All of the above-named Contract Documents are intended to be complementary. Work Contract Documents and not by others shall be done as if required by all.	c required by one of the above-named		
Executed on, at Los Angeles, Califor	rnia.		
LOS ANGGERON WNIFIED SCHOOL DISTRICT, PROCUR	REMENT SERVICES DIVISION		
Courtney Pettus			
By: Courtney Pettus  ABDA47811638489  Chief Procurement Officer or Designee			
Courtnev∏ Pettus			
Print Name:FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM SHALL REN	DER THE BID NON-RESPONSIVE		

ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES RFQ/BID NO. R-25018

BID AND ACCEPTANCE FORM 00 4100-5

DOCUMENT 00 4	1313
Bond Number N/A  BID SECURITY FO	ORM
Lexon Insurance Company	
ConvergeOne, Inc.	Surety
BOARD OF EDUCATION OF THE CITY OF LOS ANGELES	Bidder
TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)	
Project Description: JOB ORDER CONTRACT FOR ELECTRICAL A (R-25018) for Category B (Public Address (PA) and Bid Submittal Due Date: 12/23/2024	AND LOW VOLTAGE CONTRACTING SERVICES
WHEREAS, the bidder is herewith submitting to OWNER the above described bid, which	ch is attached hereto and made part thereof.
NOW, THEREFORE, the Surety and the bidder are firmly held and bound, jointly and s of the United States, for which payment we bind ourselves, our heirs, executors, admin	severally to OWNER in the amount set forth above, lawful money
If the bid or any part of the bid shall be accepted and a contract awarded to the bidder the terms, conditions, and obligations to be kept and performed on the part of the bidder and shall furnish bond(s) as required by the Contract and Specifications, or the call for this obligation shall be void; otherwise it shall remain in full force and effect for a minimum by law, or longer through mutual agreement of the OWNER and bidder.	er, and shall within the required time enter into a written contract bids, or by law, with a surety acceptable to OWNER, then
This instrument and the amount of money set forth above shall be applied toward, but see sustained by OWNER if the bidder fails to execute a written contract, or fails to secuterms, conditions and obligations to be kept and performed on the part of the bidder.	shall not be considered a limitation upon, any damages which may ire the necessary bond(s), or fails to comply with all the
The maximum amount of Surety's liability claimable and recoverable under this instrummoney set forth above. In addition to the liability of the Surety under this bond, the Coubond reasonable attorneys' fees and costs, even if such amounts exceed the penal sum	art shall award to the prevailing party in any suit brought on this
Dated this 12th day of December 20 24	ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT
ConvergeOne, Inc. 10900 Nesbitt Avenue South, Bloomington, MN 55437	State of _Missouri
By (signed) The Republic BIDDER	County of _Jackson
By (signed)  Signature of Authorized Person SEAL	
Rui Goncaives Signature of Authorizan Person SEAL  Title Chief Legal Officer 1993	C. Stephens Griggs , a Notary Public
Lexon Insurance Company  SURETY  1993  Lexon Insurance Company	Beauty Man T Floring
William A Second William	[프라그램 :
Lexon Insurance Company	of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged to
SURETY	me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument
By (signed) Alliany / fle	the person, or the entity upon behalf of which the person
Signature of Attorney-In-Fact  Many T. Flanigan, CA License No. 0F25619	acted, executed the instrument.  WITNESS my hand and official seal.
Address 10002 Shelbyville Road, Suite 100	S. S
City, State Louisville, KY 40223	GERIC ounty ss Ju
Telephone (615) 553-9500	Thomsmagn No side
ATTACH CERTIFIED COPY OF POWER OF ATTORNEY (THIS DOCUMENT <u>CANNOT</u> BE ALTERED [If you do not submit a certified or cashier's check, failure to check, failure to check, failure to check, failure to	AND ALL SUSPOSE ACKNOWIZEDGME TO SEE SOLUTION OF THE PORT OF THE P

JOB ORDER CONTRACT ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES RFQ/BID NO. R-25018 RELEASED 10/23/2024 BID SECURITY FORM 00 4313-1

# CIVIL CODE § 1189

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

	tificate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of that document.
State of Minnesota	
County of Dakota	)
on December 13.2024 before me	Jennifer Olson, Notary Public  Here Insert Name and Title of the Officer
Date	Here Insert Name and Title of the Officer
Personally appeared Ryi Goncalv	/1
resolutive appeared	Name(s) of Signer(s)
the within instrument and acknowledged to me	vidence to be the person(s) whose name(s) is/are subscribed to that he/she/they executed the same in his/her/their authorized (s) on the instrument the person(s), or the entity upon behalf of the left.
	I certify under PENALTY OF PERJURY under the laws of the
	State of Mines are that the foregoing paragraph is true and correct.
**************************************	WITNESS my hand and official seat.
JENNIFER ROBIN OLSON	
NOTARY PUBLIC - MINNESOTA	(Sp. 1012)
My Commission Expires Jan. 31, 2026	Signature Signature of Notary Public
\$22.522 <b>333333333333</b>	Signature of Notary Public
	·
Place Notary Seal Above	
	OPTIONAL
Though this section is optional, complete	ing this information can deter alteration of the document or
	nt of this form to an unintended document.
Description of Attached Document	
Title or Type of Document	Document Date
Number of Pages Signer(s	Other Than Named Above
	) Other Than Named Above
Capacity(ies) Claimed by Signer(s)	Charles Name
Signer's Name	Signer's Name
Corporate Officer—Title(s)	Corporate Officer—Title(s) Partner Limited General
☐ Partner ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator	Trustee Guardian or Conservator
≤ Other	
igner Is Representing	Signer Is Representing

# Los Angeles Unified School District

# PROCUREMENT SERVICES DIVISION

333 South Beaudry Avenue, 28<sup>th</sup> Floor, Los Angeles, CA 90017 Telephone (213) 241-3087 ◆ Fax (213) 241-2853

ALBERTO M. CARVALHO

Superintendent

**KARLA ESTRADA** 

**Deputy Superintendent of Instruction** 

**PEDRO SALCIDO** 

**Deputy Superintendent of Business Services & Operations** 

January 24, 2025



**CHRISTOPHER D. MOUNT-BENITES** 

Interim Chief Business Officer

SUNG YON LEE

Deputy Chief Business Officer

**MATTHEW A. FRIEDMAN** 

Interim Chief Procurement Officer

ConvergeOne, Inc. 10900 Nesbitt Avenue South Bloomington, MN 55437

SENT VIA EMAIL: david.ngo@oneC1.com

Dear Mr. Smith:

The District is requesting the Bid Adjustment Factor to be extended for an additional 60 days, which would extend the validity of your company's bid through **April 22, 2025**.

Please email your response as indicated on the enclosed attachment by February 7, 2025 or sooner.

The District will consider failure to respond as an indication of your company's refusal to the extension request.

Sincerely,

Xochitl Vmgaz Xochitl Vargas

**Contract Administration Analyst** 

C: Gayane Stepanyan

**Enclosed Attachment** 

# Los Angeles Unified School District

# **PROCUREMENT SERVICES DIVISION**

333 South Beaudry Avenue, 28<sup>th</sup> Floor, Los Angeles, CA 90017 Telephone (213) 241-3087 ◆ Fax (213) 241-2853

ALBERTO M. CARVALHO Superintendent

KARLA ESTRADA

Deputy Superintendent of Instruction

PEDRO SALCIDO

Deputy Superintendent of Business Services & Operations



CHRISTOPHER D. MOUNT-BENITES

Interim Chief Business Officer

SUNG YON LEE

Deputy Chief Business Officer

MATTHEW A. FRIEDMAN
Interim Chief Procurement Officer

# **ATTACHMENT**

In reference to RFQ No. R-25018 for Electrical and Low Voltage Contracting Services (Category B), please take the following action:

take the following action:
Indicate:
Yes, we agree to extend the Bid Adjustment Factor of <b>1.3500</b> submitted on December 23, 2024 through April 22, 2025.
No, we do not agree to the extension. By checking this box, we understand our company's bid will no longer be considered for an award of this contract.
Company Name: ConvergeOne, Inc.
Authorized Signature:
Print Name: Shane Harper
Title: Regional Vice President
Address: 10900 Nesbitt Avenue South, Bloomington, MN 55437
Date: January 28, 2025



January 27, 2025

Los Angeles Unified School District 333 S. Beaudry Avenue, 28th Floor Los Angeles, CA 90017

RE:

Bid Bond Extension for ConvergeOne, Inc. RFQ/Bid No. R-25018 for Job Order Contract for Electrical and Low Voltage Contracting Services Category B

To Whom It May Concern:

Please be advised that Lexon Insurance Company is willing to extend the above referenced bid through April 22, 2025.

Sincerely,

Hillary D. Shepard Attorney-in-Fact

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this cer document to which this certificate is attached, and	tificate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of that document.
State of Arizona	)
County of Maricopa	)
On January 27, 2025 before me, Kr	istin D. Thurber. Notary Public
	Here Insert Name and Title of the Officer
Personally appeared Hillary D. Shepard	
	Name(s) of Signer(s)
the within instrument and acknowledged to me	vidence to be the person(s) whose name(s) is/are subscribed to that he/she/they executed the same in his/her/their authorized s) on the instrument the person(s), or the entity upon behalf of tent.
KRISTIN D THURBER Notary Public - Arizona Maricopa County	I certify under PENALTY OF PERJURY under the laws of the State of <b>Arizona</b> that the foregoing paragraph is true and correct.
Commission # 601728 My Commission Expires March 25, 2025	WITNESS my hand and official seal.
	Signature Tristin D. Gleveler
	Signature of Notary Public
	<b>OPTIONAL</b> ng this information can deter alteration of the document or
fraudulent reattachmen	et of this form to an unintended document.
Description of Attached Document	
Title or Type of Document	Document Date
Number of Pages Signer(s)	Other Than Named Above
Capacity(ies) Claimed by Signer(s)	
Signer's Name	Signer's Name
Partner Limited General	Corporate Officer—Title(s) Partner Limited General
Individual Attorney in Fact	
Trustee Guardian or Conservator	☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator
Other	Other
igner Is Representing	



# POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ("EAC"), Endurance American Insurance Company, a Delaware corporation ("EAIC"), Lexon Insurance Company, a Texas corporation ("LIC"), and/or Bond Safeguard Insurance Company, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Rebecca S. Leal, C. Stephens Griggs, Tahitia M. Fry, Charles R. Teter, III, Jeffrey C. Carey, Evan D. Sizemore, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Christy M. Braile, Mary T. Flanigan, Veronica Lawver, Lauren Scott, Hillary D. Shepard, Erin C. Lavin, Kristin D. Thurber, Danielle R. Capps, Mariana Walker as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

**Endurance Assurance Corporation** 

Richard Appel; SVR & Senior Counsel Assurance

2002

DELAWARE

Insurance Company

Richard Appel: SVP-& Senior Counsel TORPOR INSU

SEAL

1996

**Endurance American** 

**Lexon Insurance Company** 

Richard Appel: Senior Counsel

**Bond Safeguard** Insurance Company

Richard Appel; SVP & Senior Counsel

INSURANCE

COMPANY

**ACKNOWLEDGEMENT** 

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

Amy Taylor, Notary Public - My Commission Expires 3/9/27 OAVIDSON COUNT

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
- 2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company.

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this \_

Daniel S. Lurie.

day of

### NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorists organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website -

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

# STATE OF CALIFORNIA DEPARTMENT OF INSURANCE

Nº 08554

SAN FRANCISCO

# Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Lexon Insurance Company

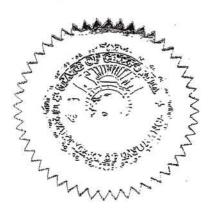
of	Texas	, organized under the
laws of	Texas	, subject to its Articles of Incorporation or
other fundam	nental organizational documen	ts, is hereby authorized to transact within the State, subject to
	s of this Certificate, the follow	

#### Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNES:	S WHEREOF, e	ffective as of the	2nd
day ofJı	une	_,2008_	, I have hereunto
set my hand a	nd caused my of	ficial seal to be	affixed this
2nd	day of	June	,2008



Steve Poizner
Insurance Commissione

for Jim Richardson

Chief Deputy

рарыну

#### NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

By

DOCUMENT 00 4500	Bidder Name:	ConvergeOne,	Inc.

#### CERTIFICATION REQUIREMENTS

# **Category B** (Public Address (PA) and Telephone Installations)

#### 1.01 GENERAL

- A. Bidder must comply and abide by the certification requirements contained herein by completing this document in its entirety and submitting with the **electronic** bid.
- B. Failure to submit this document shall render the bid non-responsive.
- C. Bidder is advised that no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the DIR and the Los Angeles Unified School District's DIR-approved Labor Compliance Program.

#### 1.02 ETHICS POLICY

- A. This certifies and confirms bidder is familiar with and in compliance with all provisions of the OWNER Ethics Policy including: 1) any employees, subcontractors or consultants, who, within the last three (3) years have been or are employees of the OWNER are disclosed below; 2) the bidder or its subcontractors have not compensated any former OWNER employee or consultant to influence any action on a matter pending with the OWNER, if that employee, within the last 12 months, held a OWNER position in which they personally and substantially participated in that matter; 3) the bidder or its subcontractors does not employ a former OWNER employee or consultant who, while serving in a OWNER position within the last two (2) years, substantially participated in the development of the bidding requirements, Specifications, or in any part of the contract's contracting process; 4) the bidder has not employed as a lobbyist any former OWNER employee who left the OWNER within the last 12 months; and 5) the bidder did not receive any confidential information in connection with the procurement.
- B. The bidder further certifies that set forth below are the names of all former Board of Education Members and employees it intends to employ in connection with the services to be performed by the contract, who have been Board of Education Members or employed by the OWNER within the last three (3) years.

#### (IF THIS SECTION DOES NOT APPLY, PLEASE INDICATE "NONE" OR "N/A" BELOW.)

 None
 None

 None
 None

C. The OWNER Ethics Policy is available online through the following link:

Former Board of Education Members, Employees, Consultants, Subcontractors:

https://achieve.lausd.net/Page/14037

- D. Bidder shall answer the questions below to determine its need to register under the OWNER's revamped Lobbying Disclosure Program.
  - 1. Do you or others in your organization do the following: (please check all that apply)

	Attend or arrange meetings with OWNER officials in person or over the phone;
	Draft recommendations for OWNER officials to consider;
	Give gifts, meals, event tickets or other benefits to OWNER officials;
	Introduce or market your organization's products or services to OWNER officials;
	Provide advice or recommend a strategy to a client on OWNER matters;
	Seek support or opposition from a third party (e.g. the public) on OWNER matters;
	Send letters or write emails to OWNER officials in order to influence their decision-making; or
	Take any action to influence purchasing, contracting, policy, or other decisions under consideration by
	OWNER officials? (Outside of the service requirements of a contract or written agreement with
	OWNER and outside of a specific OWNER-issued bid process)
X	CHECK THIS BOX IF NONE OF THE ABOVE ARE APPLICABLE.

If the bidder indicated that it performs one or more of the activities above, the bidder shall proceed to the question(s) below. If the bidder checked that none of the activities in question 1 are applicable, the bidder is to skip questions 2 and 3 and note the information for all prospective bidders provided after the instructions below.

2a. Does your organization perform these activities in-house (i.e. with internal staff) on its own behalf? **OR** 

2b. Does a client pay your organization to conduct these activities on the client's behalf?

If the bidder answered "yes" to question 2a, the bidder shall proceed directly to question 3. If the bidder answered "yes" to question 2b, the bidder shall skip question 3 and follow the instructions provided immediately after question 3.

3. Will your organization spend over \$10,000 this year performing these activities?

Use the grid below to <u>estimate</u> the total amount of money your organization as a whole expects to spend during the entire calendar year (Jan 1 – Dec 31) to conduct these activities.

Item	Total
Salaries, wages, and commissions for the people who	\$
conduct these activities	
Copies, publications, and other materials	\$
Transportation and meals	\$
Gifts, meals, and benefits for OWNER officials	\$
Media and advertisements	\$
Other expenses to support the selected activities	\$
Grand Total	\$

#### **INSTRUCTIONS**

If bidder answered "yes" to question 3 (or question 2b), the bidder apparently meets at least one registration trigger. Bidder is therefore required to visit <a href="https://achieve.lausd.net/Page/14037">https://achieve.lausd.net/Page/14037</a> to access the OWNER's training materials and to register. Answers to various questions can be obtained either at the website referenced above or by calling the Ethics Office at 213-241-3330.

#### All prospective bidders on OWNER projects are advised of the following:

- Bidder should keep updated about the Lobbying Policy & Program by signing up on our mailing list. Bidder should visit https://achieve.lausd.net/Page/14037 for more information.
- Even if the bidder does not hit the registration trigger now, bidder should keep a mental track of their organization's spending in order to be ready to register when necessary.

 Bidder should review who is lobbying the OWNER by visiting our website and clicking on "Lobbying Disclosure."

#### 1.03 SWEAT-FREE PROCUREMENT POLICY

- A. The OWNER has established policies to restrict purchases to only those products and services that have been manufactured without the illegal use of sweatshop (including exploitive, "child", "forced", "convict", and indentured") labor. All sales/goods provided to the OWNER by the bidder and/or their subcontractor shall be in abidance with the OWNER's official policy regarding "sweat-free" schools.
- B. The objective of this policy is specifically to discourage and prevent the use of any form of "exploitive labor" but not cause undue and unnecessary economic hardship for laborers. This policy targets those types of child labor that effects the mental, physical, and emotional developments of children such as those types of exploitive labor which fall under the broader category of "sweatshop labor".
- C. The Sweat-Free Procurement Policy includes the following principle/requirements:
  - a. Safe and healthy working conditions
  - b. Prohibition of child labor
  - c. Disclosure of manufacturing plant locations
  - d. Verification and enforcement mechanisms
  - e. Compliance with applicable codes
  - f. Penalties for violations
  - g. Responsible bidder forms
  - h. Non-Poverty wage standard (domestic and international)
- D. For the purpose of establishing a non-poverty wage, the OWNER uses the definition of non-poverty wages as formulated by the Union of Needletrades, Industrial and Textile Employees (UNITE), utilizing the Department of Health and Human Services' guidelines to determine non-poverty wages domestically. Internationally, the OWNER recognizes the World Bank's Gross National Income Per Capita Purchasing Power Parity figures to determine comparable wages in other countries.
- E. The consequence for any violation by the bidder in the adherence to the aforementioned laws and /or provisions may result in action being taken by the OWNER against the bidder, which may include, but not limited to, contract cancellations, vendor defaults, and/or debarment.
- F. Bidder certifies that the products and services provided to the OWNER are manufactured in strict compliance with all applicable sweatshop, child and slave labor laws of this and all other countries of the products origin.
- G. This further certifies that the bidder and its subcontractors shall abide by all the provisions of the District's Sweat-Free Procurement Policy as set forth in this section.

### 1.04 PREVAILING WAGES

- A. In compliance with provisions of the California Labor Code, all workers employed by bidder or any bidder subcontractor in the execution of Work shall be paid not less than the general prevailing rate of per diem wages, including payment for travel and subsistence; and not less than the general prevailing rate of per diem wages for holiday and overtime work, as determined by the California State Director of Industrial Relations for each craft, classification or type of worker needed to execute the Work (See Article 6.53, General Conditions).
- B. Copies of the prevailing rate of per diem wages are on file in the following OWNER Office and shall be made available to an interested party on request:

Los Angeles Unified School District Labor Compliance Program 333 South Beaudry Avenue, 21st Floor Los Angeles, CA 90017 (213) 241-4665 C. Information on the prevailing rate of per diem wages and the OWNER Labor Compliance Program is available at the following link:

http://www.laschools.org/new-site/labor-compliance/

- D. Bidder certifies that it will submit the certified payroll records of Bidder and all subcontractors, of any tier, including Non-Performance payroll records, on a weekly basis to the OWNER Labor Compliance Program in the method provided by the OWNER Web-based Certified Payroll Reporting System.
- E. Bidder certifies that its bid amount includes funds sufficient to allow Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

#### 1.05 PREQUALIFICATION

- A. To be considered for award, bidder must (i) abide by and comply with the OWNER Construction Safety Standards, including prime contractor, subcontractor and/or safety prequalification requirements for bidder and **all tiers of its subcontractors**, as applicable, before tendering the bid to OWNER, and (ii) enroll bidder prior to commencement of the Work, and all eligible subcontractors prior to commencement of their subcontracted Work, in the OWNER Controlled Insurance Program (OCIP) (See Article 5, General Conditions).
- B. This certifies and confirms that the bidder is in compliance with the OWNER's prime contractor prequalification and Asbestos and Lead Abatement Prequalification requirements at the time of bid. And that the bidder has safety pre-qualified all tiers of subcontractors (other than first-tier mechanical, electrical and plumbing subcontractors licensed pursuant to Section 7058 of the Business and Professions Code, specifically holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses ("MEP subcontractors") in accordance with OWNER safety prequalification requirements. If the bidder intends to contract with any MEP subcontractors to perform any such component work on the Project, this certifies that the bidder has selected MEP subcontractors in accordance with Document 00 1116 and Document 00 2113.

# 1.06 PROJECT STABILIZATION AGREEMENT (PSA) - APPLIES TO ALL JOB ORDER CONTRACTS [Pursuant to Public Contract Code (PCC) 20919]

A. If the Work, or any portion thereof, under the Contract Documents is funded with Proposition BB funds and/or Measure K funds, and/or further Propositions and/or Measures enacted by Los Angeles Unified School District voters prior to September 30, 2013, then the Contract for the Project is subject to the Project Stabilization Agreement (PSA) as entered into between OWNER and the Los Angeles and Orange County Building and Construction Trades Council on May 12, 2003 (See Article 6.19.8 of the General Conditions).

The obligation to abide and be bound by the Project Stabilization Agreement shall extend to all construction and major rehabilitation work pursuant to prime multi-trade construction contracts that exceed \$175,000 and all prime specialty contracts that exceed \$20,000 as set forth in Article 2 of the Project Stabilization Agreement. Bidder shall require all subcontractors of whatever tier to become similarly bound for all their Work within the scope of the Project Stabilization Agreement by executing a certification or letter of assent in terms substantially identical to Attachment A–Letter of Assent of the Project Stabilization Agreement.

B. This certifies and confirms bidder has read and agrees to abide by and be bound to the Project Stabilization Agreement as entered into between OWNER and Building Trades Council on May 12, 2003, and amended from time to time by the parties or interpreted pursuant to its terms thereof.

	Category B (Public Address (PA) and Telephone Installations)
	Bidder Name: ConvergeOne, Inc.  Category B
1.07	DEBARMENT, SUSPENSION, INELIGIBILTY FOR AWARD
	A. By signing and submitting this document, bidder certifies:
	Neither bidder nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and;
	[ ] Have, [X] have not, 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 Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
	B. If bidder answers "Have", a responsibility hearing may be held prior to award to determine the eligibility of bidder to remain qualified to bid and perform OWNER projects.
1.08	BIDDER CERTIFICATION
	A. "The signature below binds bidder to all the above conditions and bidder certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct."
	Executed on <u>December 16, 2024</u> , at <u>Rancho Cucamonga</u> , California.
	By:
	Print Name: Shane Harper
	Certification shall be signed by bidder or an authorized representative of bidder.
	(THIS DOCUMENT <u>CANNOT</u> BE ALTERED, MODIFIED, OR CHANGED.) [FAILURE TO SUBMIT THIS FORM SHALL RENDER YOUR BID NON-RESPONSIVE]
	END OF DOCUMENT

# Category B (Public Address (PA) and Telephone Installations)

# DOCUMENT 00 4519

			NON-COLLUSION A	FFIDAVIT			
1.01	GENER	AL					
	A.	The following affidavit is required	l by Section 7106 of th	e California Public	c Contract Code.		
	B.	The Non-Collusion Affidavit shall	l be executed by bidder	and submitted wi	th bid.		
	C.	Failure to submit this affidavit, fil	led out and signed in it	s entirety, shall res	sult in the bid being de	eemed non-responsiv	e.
	California						
	of <u>San Bo</u> Harper	ernardino		, being fi	irst duly sworn, depose	es and says that he or	r she
	•	(Name of person signing President of ConvergeO	bid)			_ is the party making	
	(Title o	of Signer) bid is not made in the interest of, or	(Name of	Licensee Bidding)			
put in a a sham communithe bid propose bid pric to any c	false or sh bid, or any nication, or price, or of d contract; e or any br	e bid is genuine and not collusive or am bid, and has not directly or indir- one shall refrain from bidding; that r conference with anyone to fix the f that any other bidder, or to secure a that all statements contained in the reakdown thereof, or the contents the partnership, company association, bid.	ectly colluded, conspir the bidder has not in a price of the bidder or a any advantage against t bid are true; and, furtle ereof, or divulged infor	ed, connived, or a ny manner, directly ny other bidder, on he public body awner, the bidder has mation or data rel	greed with any bidder y or indirectly, sought to fix any overhead, parding the Contract of not, directly or indirect ative thereto, or paid, a	or anyone else to pu by agreement, profit, or cost elemen anyone interested in ctly, submitted his or and will not pay, any	t in  It of It the Ther
Bidder 1	Name <u>C</u>	onvergeOne, Inc.				Check One:	
		Name as it appears on Con	tractor's State License			Sole Ownership	
IRS Em	ployers Ide	entification Number: 41-1763228	3			Partnership	
Contrac	tor's State	License: 861504 Number	C-7 and C-10	ification(s)			X
Name o	f License I	Holder: ConvergeOne, Inc.	C.M.S.S	(0)		Other	
		07/31/2025				- Culci	
					Dl ( 000 )	221 6227	
		Nesbitt Avenue South	a: a		Phone ( <u>888</u> )	321-0227	
City BI	oomingt	on State MN	Zip Code <u>55437</u>	Fax	( <u>651</u> ) <u>994-6801</u>		
		ow binds bidder to all the stated conc ue and correct."	litions and bidder certif	ies under penalty o	of perjury under the law	ys of the State of Cali	fornia
				X	//		
By Sha	ane Harp	Print Name		9	Signature and T	itle	
(Affida	vit shall be	signed by bidder or an authorized r	epresentative of bidder	. Do not type or u	se rubber stamp.)		
Dated th	nis <u>16th</u>	day of <u>D</u>	ecember	20 <b>24</b>			
		(THIS DOCUMENT <u>C.</u> [FAILURE TO SUBMIT TH					
			END OF DOCU	MENT			
JOB O	RDER CC	NTRACT			R	ELEASED 10/23/2	024

ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES RFQ/BID NO. R-25018

NON-COLLUSION AFFIDAVIT 00 4519-1

#### DOCUMENT 00 7351

### SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

Category B (Public Address (PA) and Telephone Installations)

1.01 GENERAL Bidder Name: Conve	rgeOne. Inc.	
---------------------------------	--------------	--

- A. In performance of Work, bidder is required to comply with the Subletting and Subcontracting Fair Practices Act as set forth in, but not limited to, Public Contract Code Sections 4100 et. seq. Violation of any provision of the Act shall subject the bidder to the penalties and other consequences prescribed in the Act.
- B. In compliance with Section 4104 of the Public Contract Code, bidder submits the following complete list of each subcontractor who will perform Work or labor or render service or specially fabricate and install a portion of the Work in an amount in excess of one-half of one percent of the total bid.
- C. Bidder shall list only one subcontractor for each portion of the Work. If the Project includes mechanical, electrical and plumbing ("MEP") components that will be performed by first-tier MEP subcontractors, bidder must only use MEP subcontractors that are (i) licensed pursuant to Section 7058 of the Business and Professions Code, specifically holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses, and (ii) identified on the OWNER's List of Prequalified Subcontractors at least five (5) business days prior to the date of bid on the Project.
- D. Bidder, by not listing a subcontractor for a certain portion of the Work, certifies bidder is qualified to perform and will perform said portion of Work itself.
- E. Certain penalties may be imposed for the subsequent employment of an unlisted subcontractor.
- F. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. <a href="https://www.dir.ca.gov/">http://www.dir.ca.gov/</a>

TYPE(S) OF WORK	NAME OF SUBCONTRACTOR(S) (Firm Name as it appears on Contractor's State License)	LICENSE NO.	LOCATION OF BUSINESS (CITY, STATE)
None	None		

(THIS DOCUMENT <u>CANNOT</u> BE ALTERED, MODIFIED, OR CHANGED)
[YOU MUST SUBMIT THIS FORM EVEN IF YOU DO NOT INTEND TO LIST SUBCONTRACTORS.
[FAILURE TO SUBMIT THIS FORM SHALL RENDER THE BID NON-RESPONSIVE]

END OF DOCUMENT

JOB ORDER CONTRACT ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES RFQ/BID NO. R-25018 REVISED 01/06/2015 SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST 00 7351-1

# DOCUMENT 00 6113

# PAYMENT BOND (LABOR AND MATERIAL)

WHEREAS, LO	OS ANGELES UNIFIED SCHOOL DISTRICT BOARI	O OF EDUCATION,
hereinafter call	ed the OWNER, and ConvergeOne, Inc.	
hereinafter calle	ed the CONTRACTOR, have entered into a Contract	
dated Apri	il 21, 2025	
for 2530013 (	(R-25018) - Electrical & Low Voltage Contracting Se	ervices (Category B)
Contract		
	e Million and No/100 Dollars (\$1,000,000.00)	
NOW, THERE	FORE, the CONTRACTOR, as Principal, and the follow	ing named Surety, SiriusPoint America Insurance Company
are eld and firm	rally bound to the OWNER in the amount set forth under I themselves, their heirs, executors, administrators, succe	the bond, for the payment whereof in the manner specified, the Principal ssors and assigns jointly and severally, firmly by these presents:
	PAYMENT BOND	
Maximum Con the Contractor provisions, prov about the perfo work or labor Unemployment for any amount the Franchise CONTRACTO the Revenue an that the suretry sum specified a	equal to One Hundred Percent (100%) of the above tract Value. The condition of this obligation is that if or his Subcontractors, fail to pay for any materials, vender or other supplies, or teams, used in, upon, for or rmance of the Work contracted to be done, or for any thereon of any kind, or for amounts due under the Insurance Code with respect to such work or labor, or is required to be deducted, withheld, and paid over to Tax Board from the wages of employees of the R and his Subcontractors pursuant to Section 18806 of d Taxation Code, with respect to such work and labor will pay for the same, in an amount not exceeding the bove, and also, in case suit is brought upon the bond, a mey's fee, to be fixed by the court.	This bond is executed in accordance with the requirements of Section 3247 et seq. of the Civil Code and acts amendatory thereof; and shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under and by virtue of the provisions of Section 3181 of the Civil Code and acts amendatory thereof, or to their assigns. This bond covers claims whether such claims arise before or after the date on which this bond is issued.
to the Work to be change, extension Signed and sea	be performed thereunder shall in anywhicaffect its obligation of time, alteration or addition to the terms of the Contact aled this	day of April 20 25
B. 4	mealurs, Chief Legal Officers Secretary To	Hillary D. Shepard, Attorney-in-Fact ddress 444 W. 47th Street, Suite 900, Kansas City, MO 64112 elephone Number (913) 904 6083 and Number SPA150449 004
The OWNER w	ill obtain the following certification:	
such as 2. That th		
		Dean C. Logan, County Clerk
Date	By	
	(THIS DOCUMENT CANNOT	Deputy BE ALTERED, MODIFIED, OR CHANGED) F DOCUMENT
OR OPDED CO		DEVISED 01/05/2012

ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES RFQ/BID NO. R-25018

PAYMENT BOND (LABOR AND MATERIAL) 00 6113-1

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

	icate verifies only the identity of the individual who signed the ot the truthfulness, accuracy, or validity of that document.
State of Minnesota	)
County of Dakota	
on April 21,7025 before me st	Here Insert Name and Title of the Officer
Date Date	Here Insert Name and Title of the Officer
Personally appeared Ry Goncalus	
reisonally appeared	Name(s) of Signer(s)
the within instrument and acknowledged to me th	dence to be the person(s) whose name(s) is/are subscribed to hat he/she/they executed the same in his/her/their authorized on the instrument the person(s), or the entity upon behalf of nt.
	I certify under PENALTY OF PERJURY under the laws of the State of Mmn4014 that the foregoing paragraph is true and
	correct.
\$5555555555555555555555555555555555555	WITNESS my hand and official seal.
JENNIFER ROBIN OLSON	With Ess my hand and smooth sessi
NOTARY PUBLIC - MINNESOTA	Simon John Mills
My Commission Expires Jan. 31, 2026	Signature Signature of Notary Public
	Signoture by Notary Public
Place Notary Seal Above	
	- OPTIONAL
	g this information can deter alteration of the document or of this form to an unintended document.
Description of Attached Document	o, disjoint to the administration decontrol to
Title or Type of Document	Document Date
Number of Pages Signer(s)	Other Than Named Above
Capacity(ies) Claimed by Signer(s)	
Signer's Name	Signer's Name
Corporate Officer—Title(s)	Corporate Officer—Title(s)
Partner Limited General	Partner Limited General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
Trustee Guardian or Conservator	Trustee Guardian or Conservator
Other	Other
Signer Is Representing	Signer Is Representing

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of Kansas				
· · · · · · · · · · · · · · · · · · ·	1			
County of Johnson	) osanna R. Dabler, Notary Public  Here Insert Name and Title of the Officer			
On April 16, 2025 before me, Ro				
Date				
Personally appeared Hillary D. Shepard				
	Name(s) of Signer(s)			
the within instrument and acknowledged to me	vidence to be the person(s) whose name(s) is/are subscribed to that he/she/they executed the same in his/her/their authorized (s) on the instrument the person(s), or the entity upon behalf of nent.			
	I certify under PENALTY OF PERJURY under the laws of the State of Kansas that the foregoing paragraph is true and correct.			
	WITNESS my hand and official seal.			
A ROSANNA R. DABLER				
Notary Public - State of Kanses My Appt. Expires 1 1 200	Signature of Notary Public			
My Appt. Expires 1 17000	Signature of Notary Public  OPTIONAL			
Place Notary Seal Above  Though this section is optional, complete	Signature of Notary Public  OPTIONAL ing this information can deter alteration of the document or			
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Place Notary Seal Above  Though this section is optional, complete fraudulent reattachment  Description of Attached Document  Title or Type of Document  Number of Pages Signer(s)  Signer's Name Corporate Officer—Title(s) Partner Limited General  Individual Attorney in Fact	Signature of Notary Public  OPTIONAL			

LOCKAN01 0523

#### POWER OF ATTORNEY SIRIUSPOINT AMERICA INSURANCE COMPANY NEW YORK

KNOW ALL MEN BY THESE PRESENTS. That StriusPoint America Insurance Company, a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted by the Board of Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surely contracts as co-surety.

Does bereby nominate, constitute and appoint:

Christy M Braile, C. Stephens Griggs, Danielle R Capps, Debra J Scarborough, Erm C Lavin, Evan D Sizemore, Hillary D Shepard, Jeffrey C Carey, Kellie A Meyer, Kristin D Thurber, Lauren Scott, Mary T Flanigan, Patrick T Pribyl, Rebecca S Leal, Tahitia M Fry, Veronica Lawver, Mariana Walker

Its true and lawful attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed; any and all bonds, contracts, agreements of indemnity, and other undertakings in suretyahip (NOT INCLUDING bonds without a fixed penalty or financial guarantee bonds) and to bind the Company thereby as fully and to the same extent as if same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of

\$50,000,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The executive officers listed above in the Resolution may from time to time and at any time remove any such appointee and revoke the power given to him or her,

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of issue of these presents, shall be binding upon said Company, as fully and amply; to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed, and these presents to be signed by its Secretary this 17th day of August in the year 2023.

By: W/e

Secretary

State of New Jersey }

) 53.

County of Monmouth

On this 17th day of August 2023, before me, a Notary Public of the State of New Jersey in and for the County of New Monmouth duly commissioned and qualified, came Melissa J. Ralph, Secretary, of Sirius Point America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and, being by me duly sworn, deposeth and saith, that she described in, and will execute the preceding instrument as the officer of the Company aforesaid, and that the seal affixed to the preceding instrument as the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal,

TNAEJA E LEWIS-SCOTT NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES MARCH 31, 2028 COMMISSION: #50208541

Notary Publ My Commissi 41, 2025

State of New Jersey County of Monmouth

I, Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true correct copy of Power of Attorney; is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 16th day of April, 2025

# DOCUMENT 00 6114

### PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and ConvergeOne, Inc.
hereinafter called CONTRACTOR, have entered into a Contract, which is incorporated by reference herein in its entirety,
denominated as number R-25018
described as 2530013 (R-25018) - Electrical & Low Voltage Contracting Services (Category B)
described as 2530013 (R-25018) - Electrical & Low Voltage Contracting Services (Category B)  One Million and No/100 Dollars
and is in the Maximum Contract Value of (\$1,000,000.00)
NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and SiriusPoint America Insurance Company, as surety (hereafter "SURETY"), for themselves and each of their respective heirs, executors, administrators, successors and assigns, are jointly and severally held and firmly bound to OWNER in the amount of One Million and No/100 Dollars (\$ 1,000,000.00 ), as may be adjusted under paragraph numbered 7 below ("Penal Sum"), for the full and faithful performance of the Contract, subject, however, to the following:
<ol> <li>The condition of this obligation is that if the CONTRACTOR shall in a workmanlike manner promptly, competently, and faithfully perform the Work and all of the terms, conditions and provisions of the Contract, in strict conformity therewith, then this Bond shall be null and void; otherwise, this Bond shall remain in full force and effect.</li> </ol>
<ol> <li>In the event CONTRACTOR breaches the Contract and OWNER exercises its right to terminate CONTRACTOR's right to proceed with the Work, and subject to the terms of the Contract, OWNER shall notify CONTRACTOR and SURETY in writing, and SURETY shall promptly:</li> </ol>
a. Arrange for CONTRACTOR, with consent of OWNER which OWNER may withhold in its sole discretion, to perform and complete the Contract; or
<ul> <li>Undertake to perform and complete the Contract itself, through its agents or through independent contractors, provided that OWNER either has prequalified such person or has no reasoned objection to such person performing the Work; or</li> </ul>
c. Obtain bids or negotiated proposals from qualified contractors acceptable to and prequalified by OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with OWNER's concurrence, to be secured with Performance and Payment Bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to OWNER any excess of the amount of the completion contract over the remaining balance of the Maximum Contract Value; or
d. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and no later than thirty (30) days of SURETY's receipt of notice of termination from OWNER, or such longer period to which OWNER may agree:

- (i) subject to a full reservation of all rights of OWNER, CONTRACTOR and SURETY, deny liability in whole or in part and notify OWNER in writing of the reasons and bases therefore; or
- (ii) determine the amount for which SURETY may be liable to OWNER, and thereafter promptly tender payment thereof to OWNER.

During the period in which SURETY determines which of its options to pursue under this paragraph 2, OWNER may take such actions it determines are appropriate to perform the Work and/or protect the Project, and OWNER's costs and expenses of such efforts may be charged against the Contract balance.

- 3. In addition to any costs incurred in meeting its obligations pursuant to paragraph 2 above, SURETY shall pay OWNER any amounts due to Owner or for which Owner has become obligated in connection with the Contract arising from CONTRACTOR's failure to perform in accordance with the Contract, including any liquidated damages or other delay damages recoverable under the Contract; provided, however, that the aggregate liability of SURETY under this Bond, including under paragraph 2 and this paragraph 3, shall not exceed the amount of the Penal Sum as adjusted as provided in paragraph 7.
- 4. CONTRACTOR and SURETY agree that for purposes of exercising its rights under this Bond after Substantial Completion, OWNER may terminate CONTRACTOR's right to proceed, and call on SURETY to perform pursuant to this Bond, for CONTRACTOR's failure to perform Punch List work, warranty work or other items of work, which might not otherwise constitute a breach justifying termination of the Contract.
- 5. OWNER and SURETY shall cooperate with each other to assure prompt completion of the Contract, and, if SURETY exercises its option to proceed under subparagraphs 2a, 2b or 2c, Owner shall perform its obligations under the Contract with respect to any such completion contractor, including payment for work satisfactorily completed, in accordance with applicable law and the terms of the Contract except to the extent the Contract is modified by the OWNER and SURETY.
- 6. SURETY hereby stipulates and agrees that no adjustment to the Contract Value or Contract Time, nor any other alteration, addition and/or deletion to the terms of the Contract, or to the Work to be performed thereunder, shall in any way affect its obligations under this Bond, and SURETY waives notice of any such change, adjustment, alteration, addition or deletion to the terms of the Contract Documents.
- 7. The Penal Sum of this Bond shall automatically increase as the Contract Value increases; provided, however, the initial Penal Sum shall not increase more than fifteen percent (15%) absent written consent from the SURETY. SURETY's refusal to consent to such an increase in the Penal Sum shall not be a breach of this Bond.
- 8. SURETY shall be held and firmly bound by this Bond for any breach of CONTRACTOR's obligations, including any warranty of the Work, occurring within two (2) years of Substantial Completion of the entire Work. Any action on this Bond shall be commenced within three (3) years of the date of Substantial Completion.
- 9. OWNER may name SURETY and demand that SURETY participate in any arbitration authorized by the Contract, or SURETY may elect to intervene in any such arbitration as provided by law, in which case SURETY shall be bound by the arbitration award. If OWNER does not name SURETY or demand SURETY's participation in any arbitration, and SURETY does not elect to intervene, SURETY will not be bound by the arbitration award except to the extent the arbitration award determines CONTRACTOR'S obligations under the Contract and that determination is binding on SURETY under applicable law.
  - 10. In case any suit, arbitration or other action is brought upon this Bond, reasonable attorneys' fees

shall be awarded to the prevailing party, only the amount thereof being within the Court's or arbitrator's discretion.

11. Where they are used herein, the following terms that are specially defined in the Contract shall have the same meaning ascribed to them in the Contract: OWNER, CONTRACTOR, Contract, Work, Contract Documents, Contract Value, Contract Time, Day, Punch List, and Substantial Completion.

Signed and sealed this _	MINIMA GELD NO.	day of	April	20
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		vergeOne, Inc. CTOR/PRINCII	DAT	
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By Ja Jan	MINNESOTA TITLE C	mef Isaal	Officer & Secret	WINDE ON THE
Rui Goncalves	The million	11-	7.0	1 3 1
Surety Name SiriusPoint Ar	morica Incurance Company	By_	1aux 08	nipan
Address of Surety 1 World		in-Fact : Hillary D. S		
		Address 444	W. 47th Street, Suite	900
47th Fl, Ste 47J, New York,		— Kai	nsas City, MO 64112	
Telephone Number (212) 3		-	iodo ony, ino ottile	- 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Bond Number SPA150449	_004	Telephone N	umber (913) 904-608	3 - 1100
The OWNER will obtain the fol	lowing certification:			
	or mg common.			- 1
T1 7 //6	CERTIFICATION BY LOS AN	IGELES COUNTY C	LERK'S OFFICE	
I hereby certify:  1. That the Surety name	ed above has been certified by the	Stata Inguranca Cam	missianas as au adasista	I County In some 141.4
such authority is in fi		State Insurance Com	missioner as an admitted	1 Surety insurer and that
	n this office the financial stateme	ent of the surety for the	period ending	
showing capital and	surplus not less than ten times the	amount of the above	Contract Value.	
		Dean C. Logan, (	County Clerk	
Date				
By				
			D	1

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(THIS DOCUMENT  $\underline{\text{CANNOT}}$  BE ALTERED, MODIFIED, OR CHANGED) END OF DOCUMENT

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that doc	
State of Minnesota )	
On April 21,2025 before me, Jennifer Olson, Notur, T.  Date  Here Insert Name and Title of the O.	Ublic
Personally appeared Rui Goncalves	////CCI
Name(s) of Signer(s)	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/a the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity which the person(s) acted, executed the instrument.	/their authorized
I certify under PENALTY OF PERJURY under State of Mining Athat the foregoing par correct.	
WITNESS my hand and official seal.  JENNIFER ROBIN OLSON NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 31, 2026  Signoture of Notary P	To Law ublic
Place Notary Seal Above  OPTIONAL  Though this section is optional, completing this information can deter alteration of the docur	nent or
fraudulent reattachment of this form to an unintended document.	
Description of Attached Document	
Title or Type of Document Document Date	
Number of Pages Signer(s) Other Than Named Above	
Capacity(ies) Claimed by Signer(s)	
Signer's Name Signer's Name Corporate Officer—Title(s) Corporate Officer—Title(s)	
Partner Limited General Partner Limited General	al
☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact	
Trustee Guardian or Conservator Trustee Guardian or Conserv	ator
Other Other Signer is Representing	
Signer Is Representing Signer Is Representing	

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this document to which this certificate is attached,	certificate verifies only the identity of the individual who signed the and not the truthfulness, accuracy, or validity of that document.
State of Kansas	
County of Johnson	
	Rosanna R. Dabler, Notary Public
Date	Here Insert Name and Title of the Officer
Personally appeared Hillary D. Shepar	d
	Name(s) of Signer(s)
the within instrument and acknowledged to	ry evidence to be the person(s) whose name(s) is/are subscribed to me that he/she/they executed the same in his/her/their authorized ure(s) on the instrument the person(s), or the entity upon behalf of rument.
	I certify under PENALTY OF PERJURY under the laws of the State of Kansas that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal.
A ROSANNA R. DABLER	Signature Rosanna And I
My Appl. Expires 12 1700 A	Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, com	pleting this information can deter alteration of the document or
Description of Attached Document	nment of this form to an unintended document.
Title or Type of Document	Document Date
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Capacity(ies) Claimed by Signer(s)	er(s) other man Named Above
Signer's Name	Signer's Name
Corporate Officer—Title(s)	Corporate Officer—Title(s)
Partner Limited General	Partner Limited General
☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator	☐ Individual ☐ Attorney in Fact
Other	☐ Trustee ☐ Guardian or Conservator ☐ Other
Signer Is Representing	

LOCKAN01\_0523

#### POWER OF ATTORNEY SIRIUSPOINT AMERICA INSURANCE COMPANY NEW YORK

KNOW ALL MEN BY THESE PRESENTS. That StriusPoint America Insurance Company, a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted by the Board of Directors of the Company, to wil:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety.

Does bereby nominate, constitute and appoint.

Christy M Braile, C. Stephens Griggs, Dunielle R Capps, Debra J Scarborough, Erm C Lavin, Evan D Sizemore, Hillary D Shepard, Jeffrey C Carey, Kellie A Meyer, Kristin D Thurber, Lauren Scott, Mary T Flanigan, Patrick T Pribyl, Rebecca S Leal, Tahitia M Fry, Veronica Lawver, Mariana Walker

Its true and lawful attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed; any and all bends, contracts, agreements of indemnity, and other undertakings in surelyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee bonds) and to bind the Company thereby as fully and to the same extent as if same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The executive officers listed above in the
Resolution may from time to time and at any time remove any such appointee and revoke the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of issue of these presents, shall be binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their ownproper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be bereunto affixed, and these presents to be aigned by its Secretary this 17th day of August in the year 2023.

SiriusPoint America Insurance Company

Secretary

lotary Publi

State of New Jersey )

) 55.

County of Monmouth }

On this 17th day of August 2023, before me, a Notary Public of the State of New Jersey in and for the County of New Monmouth duly commissioned and qualified, came Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and, being by me duly sworn, deposeth and saith, that she is the officer of the Company aforeasid, and that the seal affixed to the preceding instrument as the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereinto set my hand and affixed my official seal.

TNAEJA E LEWIS-SCOTT

NOTARY PUBLIC

STATE OF NEW JERSEY

MY COMMISSION EXPIRES MARCH 31, 2028

COMMISSION: #50208541

Llarch 41, 2028

State of New Jersey County of Monmouth

I, Melissa J. Ralph, Secretary, of Sirius Point America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true correct copy of Power of Attorney, is still in force and effect and has not been revoked

IN WITNESS WHEREOF, I have hereonto set my hand and affixed the heal of said Company this 16th day of April, 2025

Medissa J. Secretary

No. 3121-1

# STATE OF CALIFORNIA DEPARTMENT OF INSURANCE

OAKLAND

#### Amended

# Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

# SiriusPoint America Insurance Company

of New York, organized under the laws of New York, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,

Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler,

Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, I set my hand and affix my official seal this 21st day of November, 2022.

Ricardo Lara
Insurance Commissioner

By

Valerie J. Sarfaty for Catalina Hayes-Bautista Insurance Chief Deputy

#### NOTICE

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application aberefor and the conditions contained herein.



December 18, 2024

Renato G. Santos, Contract Administration Analyst Los Angeles Unified School District, Procurement Services Division 333 South Beaudry Avenue, 28th Floor Los Angeles, CA 90017

RE:

ConvergeOne, Inc.

LAUSD - Electrical & Low Voltage Contracting Services

Dear Renato,

We understand you are considering a relationship with ConvergeOne, Inc. and have requested information concerning the company's surety bond program.

It is the privilege of Endurance Assurance Corporation and Lexon Insurance Company (individually and collectively, "Sompo International"), to provide bonds on behalf of ConvergeOne, Inc. The writing companies of Sompo International are listed on the US Treasury Department's Listing of Approved Sureties and are rated A+ XV by A.M. Best Company.

Sompo International has supported bid bonds, as well as performance and payment bonds for ConvergeOne, Inc., with an aggregate program of \$40,000,000.00. Their current available bonding capacity is \$8,600,000.00. We would look favorably on supporting a bond for the above referenced project at the request of our client; however, our support is conditioned upon completion of the underwriting process, including satisfactory review of contract documents and bond forms, confirmation of financing, and our ongoing review of the operational and financial capacity of ConvergeOne, Inc.

Please understand, this letter is not to be construed as an agreement to provide bonds for any particular project, but it is offered as an indication of our past experience and confidence in ConvergeOne, Inc. Any arrangement to provide final bonds is a matter between Lexon Insurance Company, Endurance Assurance Corporation and ConvergeOne, Inc. and we assume no liability to third parties if we do not execute said bonds.

We highly recommend ConvergeOne, Inc. to you. They are well managed and truly capable of meeting your requirements. If you have any questions in regard to this letter, do not hesitate to call.

Sincerely,

Hillary D. Shepard Attorney-in-Fact

Sompo International

Sompo 12890 Lebanon Road, Mt. Juliet, TN 37122, U.S. T +1 615 553 9500

sompo-intl.com



# POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ("EAC"), Endurance American Insurance Company, a Delaware corporation ("EAIC"), Lexon Insurance Company, a Texas corporation ("LIC"), and/or Bond Safeguard Insurance Company, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Rebecca S. Leal, C. Stephens Griggs, Tahitia M. Fry, Charles R. Teter, III, Jeffrey C. Carey, Evan D. Sizemore, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Christy M. Braile, Mary T. Flanigan, Veronica Lawver, Lauren Scott, Hillary D. Shepard, Erin C. Lavin, Kristin D. Thurber, Danielle R. Capps, Mariana Walker as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.000).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

**Endurance Assurance Corporation** 

Richard Appel; SVP & Senior Counsel

SSUrance SEAL 2002 DELAWARE

Endurance American Insurance Company

ali SVP Richard Appel; SVP & Senior Counsel

SEAL

1996 DELAWARE Lexon Insurance Company

Richard Appel: Counsel

**Bond Safeguard** Insurance Company

Richard Appel: SVP & Senior Counsel

SOUTH

INSURANCE

SAF

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

Taylor, Notary Public Amy

My Commission Expires 3/9/27 DAVIDSON COS

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof:
- 2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

18th

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this

day of December 20 24

Daniel S. Lurie

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorists organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - https://www.treasury.gov/resource-center/sanctions/SDN-List,

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. schotions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of Arizona	)
County of -Maricopa	
On December 18, 2024 before me, Ki	ristin D. Thurber, Notary Public
Date	Here Insert Name and Title of the Officer
Personally appeared Hillary D. Shepard	
	Name(s) of Signer(s)
the within instrument and acknowledged to me	evidence to be the person(s) whose name(s) is/are subscret that he/she/they executed the same in his/her/their au (s) on the instrument the person(s), or the entity upon behonent.
	I certify under PENALTY OF PERJURY under the laws State of <b>Arizona</b> that the foregoing paragraph is correct.
KRISTIN D THURBER Notary Public - Arizona	WITNESS my hand and official seal.
Motary Public - Arizona Maricopa County Commission # 601728 By Commission Expires	WITNESS my hand and official seal.
Notary Public - Arizona	Signature Kristin D. Thur
Notary Public - Arizona Maricopa County Commission # 601728 By Commission Expires	$\Omega$ /
Notary Public - Arizona Maricopa County Commission # 601728 By Commission Expires	Signature Kristin D. Thur
Notary Public - Arizona Maricopa County Commission # 601728 By Commission Expires	Signature Kristin D. Thur
Notary Public - Artzonia Marcicopa County Gommission # 601728 My Commission Expires March 25, 2025	Signature Wistin D. Thure Signature of Notary Public
Place Notary Seal Above  Though this section is optional, complete fraudulent reattachmee	Signature of Notary Public
Place Notary Seal Above  Place Notary Seal Above  Though this section is optional, complete fraudulent reattachmee	Signature Signature of Notary Public  Signature of Notary Public  OPTIONALting this information can deter alteration of the document or ent of this form to an unintended document.
Place Notary Volle - Artzona Maricopa County Commission # 601728 My Commission Expires March 25, 2025  Place Notary Seal Above  Though this section is optional, complete fraudulent reattachmete fraudulent reattachmete Title or Type of Document  Title or Type of Document	Signature Signature of Notary Public  Signature of Notary Public  OPTIONAL ting this information can deter alteration of the document or ent of this form to an unintended document.  Document Date
Place Notary Volle Artzona Maricopa County Commission # 601728 My Commission Expires March 25, 2025  Though this section is optional, complete fraudulent reattachmee  Description of Attached Document  Title or Type of Document  Number of Pages Signer(	Signature Wistin D. Thure Signature of Notary Public  OPTIONAL ting this information can deter alteration of the document or
Place Notary Seal Above  Though this section is optional, complete fraudulent reattachmet  Description of Attached Document  Title or Type of Document  Number of Pages Signer(Capacity(ies) Claimed by Signer(s)	Signature Signature of Notary Public  Signature of Notary Public  OPTIONAL
Place Notary Volle Artzona Maricopa County Commission # 601728 My Commission Expires March 25, 2025  Though this section is optional, complete fraudulent reattachmee  Description of Attached Document  Title or Type of Document  Number of Pages Signer(	Signature Signature of Notary Public  Signature of Notary Public  OPTIONAL ting this information can deter alteration of the document or ent of this form to an unintended document.  Document Date  Signer's Name  Signer's Name
Place Notary Seal Above  Though this section is optional, complete fraudulent reattachmet  Description of Attached Document  Title or Type of Document  Number of Pages Signer(  Capacity(ies) Claimed by Signer(s)  Signer's Name Corporate Officer—Title(s) Partner Limited General	Signature Signature of Notary Public  Signature of Notary Public  Signature of Notary Public  Signature of Notary Public  Description of the document or ent of this information can deter alteration of the document or ent of this form to an unintended document.  Document Date  Document Date  Signer's Name  Corporate Officer—Title(s)  Partner  Limited  General
Place Notary Seal Above  Though this section is optional, complete fraudulent reattachmet  Description of Attached Document  Title or Type of Document  Number of Pages Signer(  Capacity(ies) Claimed by Signer(s)  Signer's Name Corporate Officer—Title(s) Partner	Signature Signature of Notary Public  Signature of Notary Public  Signature of Notary Public  Signature of Notary Public  Description of the document or ent of this information can deter alteration of the document or ent of this form to an unintended document.  Document Date  Document Date  Signer's Name  Corporate Officer—Title(s)  Partner  Individual  Attorney in Fact
Place Notary Seal Above  Though this section is optional, complete fraudulent reattachmet  Description of Attached Document  Title or Type of Document  Number of Pages Signer(  Capacity(ies) Claimed by Signer(s)  Signer's Name Corporate Officer—Title(s) Partner Limited General	Signature Signature of Notary Public  Signature of Notary

No. 5082-3

# STATE OF CALIFORNIA DEPARTMENT OF INSURANCE

SAN FRANCISCO

### Amended

### Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

### **Endurance Assurance Corporation**

of Delaware, organized under the laws of Delaware, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 23<sup>rd</sup> day of August, 2016, I have hereunto set my hand and caused my official seal to be affixed this 23<sup>rd</sup> day of August, 2016.

By By By Registronia Way Registronia

Dave Jones Insurance Commissioner

> Carol Frair for Joel Laucher Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

### STATE OF CALIFORNIA

### DEPARTMENT OF INSURANCE

Nº 08554

SAN FRANCISCO

# Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Lexon Insurance Company

, organized under the
, subject to its Articles of Incorporation or
prized to transact within the State, subject to
urance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNES	SS WHEREOF, e	ffective as of the	2nd
day ofJ	une	_,2008,	I have hereunto
set my hand	and caused my of	ficial seal to be a	affixed this
2nd	day of	June	2008

Steve Poizner
Insurance Commissioner

By

Sysan J. Stapp for Jim Richardson November

Chief Deputy

### NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

### **VERIFICATION OF PAYMENT AND PERFORMANCE BONDS**



	Bond not verified
Х	Bond verified

Contractor Name: **CONVERGEONE**, **INC**.

RFQ# / CONTRACT NO./ARIBA NO.: R-25018 / 2530013 / C9381

BOND NO.: <u>SPA150449\_004</u> VENDOR NO.: <u>822797</u>

Date Called	Name of Surety Co.	Date Bond Issued	Claims Address	Phone No.
04/21/2025	Sirius Point America Insurance Company	04/16/2025	1 World Trade Ctr 285 Fulton Street, 47th Fl Suite 47J New York, NY 10007	913-904-6083
			Bond Verified by:	Hillary D. Shepard

VERIFIED BY: XV

Xochitl Vargas Contract Administration Analyst



VIA EMAIL: lcp@lausd.net

April 18, 2025

Project Labor Coordinator c/o The Los Angeles Unified School District 333 S. Beaudry Avenue Los Angeles, CA 90017

Re: Project Stabilization Agreement – New Construction, Major Modernization, and School

Upgrade Funded by Measures K, R, Y, Q and RR – Letter of Assent

To whom it may concern:

This is to confirm that ConvergeOne, Inc. agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New Construction, Major Modernization, and School Upgrade Funded by Measures K, R Y, Q and RR or other projects added to this Agreement effective January 1, 2024 as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to R-25018 / 2530013, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

**Greg Miles** 

**Executive Vice President** 

Contractor's State License No: 861504

Project Name: JOB ORDER CONTRACT ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA) -

CATEGORY B - PUBLIC ADDRESS (PA) AND TELEPHONE INSTALLATIONS

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consistent with Article II, Section 2.5(b)]

10900 Nesbitt Avenue South Bloomington, MN 55437

From: Rashmi Tripathi From Willis Towers Watson via Wrap Portal

To: lausd.ocip@wtwco.com; Varqas, Xochitl; vida akaadom

Subject: Welcome Letter - Contract#: R-25018-2530013 X X X X X X on LAUSD OCIP V Owner Controlled Insurance Program (OCIP) - WC Policy Number: 900

0199761 - #C424000

 
 Date:
 Friday, April 18, 2025 2:03:55 AM

 Attachments:
 Enrollment COI.pdf SampleCOIEnrolledParties.pdf

**CAUTION: EXTERNAL EMAIL** 

Attn: Vida Akaadom Convergeone, Inc.

10900 Nesbitt Ave South Bloomington, MN 55437

Work Location: - MSTR | Master

Re: OCIP V Projects

Owner Controlled Insurance Program (OCIP)

Enrollment - Notification for Contract Number: R-25018-2530013 X X X X

X

WC Policy Number: 900 0199761
Enrollment Effective Date: 04/17/2025

Dear Vida,

Welcome, you have been enrolled into the LAUSD OCIP V's OCIP for work performed under contract number R-25018-2530013 X X X X X. Enclosed is a Certificate of Insurance evidencing your coverage for Workers' Compensation, General Liability and Excess & Umbrella. This coverage is only in effect while working at the - MSTR | Master project site. Your individual Workers' Compensation policy will be sent to you as soon as it is received from the insurance carrier.

Some items you should be aware of include:

- Los Angeles Unified School District is responsible for all premium payments.
- You are responsible for reviewing the latest OCIP Insurance Manual, which is available through the LAUSD Risk Management website (<a href="https://achieve.lausd.net//site/default.aspx?PageID=1008">https://achieve.lausd.net//site/default.aspx?PageID=1008</a>) or via the WTW ComPAS website.
- · Adhere to all Safety Guidelines at all times.
- LAUSD provides program oversight in the Risk Management department. If you have any questions regarding any LAUSD OCIP claim please contact Aristeo Aguilera, OCIP Coordinator at 213 241-7994 or Juan Chaidez, WC Claim Processing Supervisor at 213 241-2210.
- Report all claims in accordance with the OCIP Insurance Manual.
- When filling out the 5020 claim form, please add the contract number seven digits (bid number issued during NOIA). If you do not know the contract number(bid number), please reach out to the OAR or the project manager so that they can provide you with the contract number(bid number).
- A Claims Kit will be posted online in the WTW COMPAS system. Please save and print a copy to be kept available for the onsite job crew. It will include the mandatory state Workers' Compensation Posting Notices. Please post these notices in a central location at the project site.
- You are responsible to notify us of any lower tier subcontractors prior to their starting work on-site. Lower tier subcontractors must complete their own separate enrollment.

- · All Contractors are required to submit a Certificates of Insurance. Requirements are outlined in the attached check list.
- Please make sure that the OCIP Insurance Manual, Claims Kit and the Welcome Letter are provided to the lead personnel that will be on the school site.
- Please contact Irene Montes using the contact information below for access to the WTW ComPAS system if needed. ComPAS website: (<a href="https://cp.wtwcompas.com">https://cp.wtwcompas.com</a>)

Sincerely,

Irene Montes
Willis Towers Watson
333 Bush Street
Suite 400
San Francisco, CA 94104
Email:lausd.ocip@willistowerswatson.com
Ph:(415) 244-9858

Enclosures:
Certificate of Insurance
Sample Enrolled Parties Certificate

ACORD"

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/18/2025

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 Irene Montes	
	Willis Towers Watson 300 South Grand Avenue, Suite 2000	PHONE (A/C, No, Ext): (415) 955-0239	
	Los Angeles, CA 90071	E-MAIL ADDRESS: irene.montes@wtwco.com	
		INSURER(S) AFFORDING COVERAGE NAIC	C#
		INSURER A: Starr Indemnity & Liability 38318	
INSURED	12 HI MARKET AND 12 A	INSURER B: Starr Specialty Insurance Company 16109	
	Convergeone, Inc. 10900 Nesbitt Ave South Bloomington, MN 55437	INSURER C: Starr Indemnity & Liability Company	
		INSURER D: Endurance Risk Solutions Assurance Company	
		INSURER E: ACE Property & Casualty Insurance Co.	
		INSURER F: Ascot Specialty Insurance Company	

### COVERAGES CERTIFICATE NUMBER: LAUSDY - 00006784

### 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.

NSR LTR		TYPE OF IN	SURAN	CE	ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
5	Х	COMMERCIAL GENE	RAL L	IABILITY						EACH OCCURRENCE	\$	2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	5	0			
		V	225							MED EXP (Any one person)	\$	0
Α					Y	Y	1000026031231	4/17/2025	5/1/2028	PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L	L AGGREGATE LIMIT A	PPLIES	S PER:						GENERAL AGGREGATE	\$	4,000,000
	POLICY X PROJECT LOC			LOC						PRODUCTS - COMP/ OP AGG	\$	4,000,000
		OTHER								0 101 M5000 Grand M00 SV 2010 15 2 1 1000 UP III	\$	
Š	AUTO	MOBILE LIABILITY				141				COMBINED SINGLE LIMIT (Ea accident)	\$	
		ANY AUTO		• Marie And Charles and Charles						BODILY INJURY (Per person)	\$	
		OWNED AUTOS ONLY		SCHEDULED AUTO						BODILY INJURY (Per accident)	s	
		HIRED AUTOS ONLY		NON-OWNED AUTO ONLY						PROPERTY DAMAGE (Per accident)	s	
				,	3	o a					\$	
		UMBRELLA LIAB	Х	OCCUR						EACH OCCURRENCE	\$	10,000,000
C	Х	EXCESS LIAB		CLAIMS-MADE			1000588359231	4/17/2025	5/1/2028	AGGREGATE	\$	10,000,000
		DED RE	TENTIC	ON \$		s				Prod-Comp/Ops	85	
	AND	KERS COMPENSATI EMPLOYERS' LIABI	LITY			14)				X PER STATUTE OTHER	8	
В	ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y	Y	900 0199761	4/17/2025	5/1/2025	E.L. EACH ACCIDENT	S	1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
									E.L. DISEASE - POLICY LIMIT	S	1.000.000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Named Insured is a participant in the LAUSD OCIP V and enrolled into the program for work performed on site under contract number R-25018-2530013 X X X X X X. The coverage is effective from the start date of the contract, 4/17/2025, through the completion of the work onsite, or completion of the project, whichever is first.

Location: MSTR - Master

### CANCELLATION

Los Angeles Unified School District 333 S Beaudry Ave 28th Floor Los Angeles, CA 90017 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



### **DESCRIPTIONS(Continued from Page 1)**

### LAUSD OCIP V-OCIP V - JOC Contracts

Insurer	Policy #	Eff.Date	Exp.Date	Limits	
D: Endurance Risk Solutions Assurance Company Excess Layer 2	XSC30036742400	4/17/2025	5/1/2028	\$15,000,000 \$15,000,000	Each Occurrence Aggregate
E: ACE Property & Casualty Insurance Co. Excess Layer 3	XCQ G47403686 001	4/17/2025	5/1/2028	\$15,000,000 \$15,000,000	Each Occurrence Aggregate
F: Ascot Specialty Insurance Company Excess Layer 4 (Quota:50.00%)	EXNA2310000445-01	4/17/2025	5/1/2028	\$25,000,000 \$25,000,000	Each Occurrence Aggregate
G: Great American Security Ins. Company Excess Layer 4 (Quota:50.00%)	EXC 4455899	4/17/2025	5/1/2028	\$25,000,000 \$25,000,000	Each Occurrence Aggregate
H: Shepherd Specialty Insurance Services, Inc. Excess Layer 5	74924S230ALI	4/17/2025	5/1/2028	\$10,000,000 \$10,000,000	Each Occurrence Aggregate
l: Starr Surplus Lines Insurance Company Excess Layer 6 (Quota:60.00%)	1000588386231	4/17/2025	5/1/2028	\$25,000,000 \$25,000,000	Each Occurrence Aggregate
J: NORTH AMERICAN CAPACITY INSURANCE COMPANY Excess Layer 6 (Quota:40.00%)	EXS 2001686 00	4/17/2025	5/1/2028	\$25,000,000 \$25,000,000	Each Occurrence Aggregate

### OTHER INSURERS NAIC NUMBER:

G Great American Security Ins. Company - 31135

Shepherd Specialty Insurance Services, Inc. -Starr Surplus Lines Insurance Company - 13604 NORTH AMERICAN CAPACITY INSURANCE H

COMPANY -

J



### **CERTIFICATE OF LIABILITY INSURANCE**

10/1/2025

DATE (MM/DD/YYYY) 4/15/2025

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).

does not come rights to the certificate notice in heav	or such chaorsement(s).			
47th St., Ste. 900	CONTACT NAME: PHONE FAX (A/C, No, Ext): (A/C, No):			
•	ADDRESS:			
keasu@lockton.com	INSURER(S) AFFORDING COVERAGE	NAIC #		
	INSURER A: Great Northern Insurance Company	20303		
ERGEONE, INC.	INSURER B: Federal Insurance Company	20281		
	INSURER c: Endurance American Specialty Insurance Co.	41718		
MINGTON MN 55437	INSURER D :			
	INSURER E :			
	INSURER F:			
	n Companies, LLC 47th St., Ste. 900 City MO 64112-1906 60-9000	NAME: 47th St., Ste. 900 47th St., Ste. 900 40ctiv MO 64112-1906 40c-9000 40ction.com 40ctiv MO 64112-1906 40ction.com 40ctiv MO 64112-1906 40ctiv Mo 64112-		

COVERAGES CERTIFICATE NUMBER: 21646794 REVISION NUMBER: XXXXXXX

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		ADDL INSD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	Y	Y	3605-71-75	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 1,000,000  DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000  PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- DICT LOC						GENERAL AGGREGATE \$ 3,000,000
	POLICY X JECT LOC OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY  X ANY AUTO	Y	Y	73637415	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT \$ 1,000,000  BODILY INJURY (Per person) \$ XXXXXXX
	OWNED AUTOS ONLY AUTOS NON-OWNED AUTOS ONLY X						BODILY INJURY (Per accident)   \$ XXXXXX
В	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE  DED RETENTION \$	Y	Y	7819-21-64	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 25,000,000  AGGREGATE \$ 25,000,000  \$ XXXXXXX
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	Y	7177-66-99	10/1/2024	10/1/2025	X   PER   OTH-
С	TECH E&O LIABILITY/PRIVACY LIABILITY/CYBER LIAB	N	N	NRO300278057	12/1/2024	12/1/2025	\$10,000,000 EACH CLAIM \$10,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
INSTALLATION FLOATER- GREAT NORTHERN INSURANCE COMPANY (CHUBB), EFFECTIVE 12/1/2024 – 12/1/2025, POLICY #3605-71-75, \$3,000,000 LIMIT; RE: CONTRACT
#R-25018-2530013. LOS ANGELES UNIFIED SCHOOL DISTRICT AND ALL CONTRACTUALLY REQUIRED ENTITIES ARE ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO
LIABILITY, UMBRELLA COVERAGE, ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE
ADDITIONAL INSURED APPLIES ON GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA AND WORKERS' COMPENSATION COVERAGE, AS REQUIRED BY WRITTEN
CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER
THAN NON-PAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER	CANCELLATION	See Attachment
CERTIFICATE BUILDER	CANCELLATION	See Anachmenis

21646794

LOS ANGELES UNIFIED SCHOOL DISTRICT PROCUREMENT DIVISION 333 S. BEAUDRY AVE., 28TH FLOOR LOS ANGELES, CA 90017 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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NAMED INSUREDS:
CONVERGEONE HOLDINGS, INC.
CONVERGEONE, INC.
PROVIDEA CONFERENCING, LLC
SPS-PROVIDEA LIMITED
CONVERGEONE GOVERNMENT SOLUTIONS, LLC DBA STRATEGIC PRODUCTS AND SERVICES
CONVERGEONE UNIFIED TECHNOLOGY SOLUTIONS, INC.
CONVERGEONE MANAGED SERVICES, LLC
CONVERGEONE TECHNOLOGY UTILITIES, INC.
CONVERGEONE SYSTEMS INTEGRATION, INC.
CONVERGEONE DEDICATED SERVICES, LLC
NETSOURCE COMMUNICATIONS, INC.
AAA NETWORK SOLUTIONS, INC.
NUAGE EXPERTS, LLC
WRIGHTCORE, INC.
SILENT IT LLC DBA PRIME TSR
INTEGRATION PARTNERS CORPORATION
PVKG MIDCO, LLC
CONVERGEONE TEXAS, LLC
PVKG INTERMEDIATE HOLDINGS INC.

CONVERGEONE, INC..; 1373931



### 21646794

LOS ANGELES UNIFIED SCHOOL DISTRICT 333 S. BEAUDRY AVE., 28TH FLOOR, LOS ANGELES,, CA 90017

### **Dear Valued Client:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance. To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: 21646794. You must reference this Certificate ID number in order for us to complete this process.

Ø Certificate ID: 21646794
Ø Email: kcasu@Lockton.com
Ø Subject Line: ASU E-Delivery

### **NOTES:**

- •Signing up for this will **NOT** sign you up for any solicitation emails your email will only be used to forward updated or renewal certificates direct from Lockton.
- •Your certificates will come via a **secure link** to our database. If you do need a pdf of a certificate, please email kcasu@lockton.com to request one.
- •If you received this letter with a certificate via email, no further action on your part is necessary.
- •If you no longer need this certificate, please contact us at kcasu@lockton.com, reference the Holder ID number and use this subject line: "Certificate Removal"

Thank you for your cooperation.

Lockton Companies
Account Services Unit

Policy Period: 12/1/2024 to 12/1/2025

**Effective Date: 12/1/2024 Policy Number 3605-71-75** 

Insured: ConvergeOne Holdings, Inc.

Name of Company: Great Northern Insurance Company

Date Issued: 12/1/2024

This Endorsement applies to the following forms:

## GENERAL LIABILITY INFORMATION AND NETWORK TECHNOLOGY BLENDED LIABILITY INSURANCE

Under Who Is An Insured, the following provision is added.

### Who Is An Insured

### **Additional Insured - Scheduled Person or Organization**

Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy. However, the person or organization is an insured only:

- · if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- · for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies. No person or organization is an insured under this provision:
- · that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- · with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Under Conditions, the following provision is added to the condition titled Other Insurance.

### **Conditions**

### Other Insurance —Primary, Noncontributory Insurance — Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

### Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Policy Period: 12/1/2024 to 12/1/2025

**Effective Date: 12/1/2024 Policy Number: 3605-71-75** 

Insured: ConvergeOne Holdings, Inc.

Name of Company: Great Northern Insurance Company

Date Issued: 12/1/2024

This Endorsement applies to the following forms:

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

### **Conditions - Transfer Or Waiver Of Rights Of Recovery Against Others**

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the products-completed operations hazard. This waiver applies to the designated person or organization.

Designated Person Or Organization:

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide such insurance as is afforded by this policy.

Liability Insurance Condition - Waiver Of Transfer Of Rights Of Recovery

Form 80-02-2362 (Rev. 4-01)

### **Policy Conditions**

### Endorsement

Policy Period 12/1/2024 - 12/1/2025

Effective Date 12/1/2024 Policy Number 3605-71-75

Insured ConvergeOne Holdings, Inc.

Name of Great Northern Insurance Company

Company

Date Issued 12/1/2023

This Endorsement applies to the following forms:

ELECTRICATION OF THE PROPERTY OF THE PROPERT

Under Conditions, the following condition is added.

### **Conditions**

Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule

at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

### Schedule

If you are obligated, pursuant to a written contract or agreement, to provide persons or organizations with Notice of cancellation, then we will notify such persons or organizations provided that within 15 days of the date we send Notice of Cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the persons or organizations.

Policy Conditions Notice Of Cancellation To Scheduled Persons Or Organizations (Except

Non-Payment Of Premium) continued

**POLICY NUMBER: 73637415** 

**COMMERCIAL AUTOMOBILE** 

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

### 1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

### 2. BROAD FORM INSURED

### A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is an "insured" under any other automobile policy;
  - (b) That has exhausted its Limit of Insurance under any other policy; or
  - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

### B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of

SECTION II - LIABILITY COVERAGE is amended to add the following:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

- (1) The agreement requires you to provide direct primary insurance for the lessor; and
- (2) The "auto" is leased without a driver.

Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

- 1. You;
- 2. Any of your "employees" or agents; or
- 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

### D. Persons And Organizations As Insureds Under A Written Insured Contract

Under A Written Insured Contract Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to

the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".

However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.

### 3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

### 5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

### c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

- 1. The amount paid under the Physical Damage Coverage Section of the policy; and
- 2. Any:
- a. Overdue loan/lease payments at the time of the "loss";
- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- c. Security deposits not returned by the lessor:
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

- 1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- 2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- 3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto.

### **6. RENTAL AGENCY EXPENSE**

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

### d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

- 1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
- 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
- 3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
- 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

### 7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

### e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

### 8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

### 9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - (3) An integral part of such equipment.

### 10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

### 11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

- 1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
- 2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

### 12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
- (1) You or your authorized representative, if you are an individual;
- (2) A partner, or any authorized
- representative, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

### 13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

### 14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT.

MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

### 15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV - BUSINESS AUTO CONDITIONS - is amended

### to add the following:

e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### 16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

(5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

### 17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following: "Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

### COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM) SCHEDULED PERSON(S) OR ORGANIZATION(S)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

### **SCHEDULE**

Name of Person(s) or Organization(s):

If you are obligated, pursuant to a written contract or agreement, to provide persons or organizations with Notice of cancellation, then we will notify such persons or organizations provided that within 15 days of the date we send Notice of Cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the persons or organizations.

Address:

Under Common Policy Conditions the following condition is added:

# NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM) SCHEDULED PERSON(S) OR ORGANIZATION(S)

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 13

(Ed. 4-84)

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### Schedule

Any person or organization against whom you may have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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

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

Endorsement Effective: 10/1/2024 Policy No. 7177-66-99 Endorsement No.

Insured CONVERGEONE HOLDINGS, INC. Premium \$ Incl.

Insurance Company Chubb Indemnity Insurance Company

Countersigned By

**WC 00 03 13** (Ed. 4-84)

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### WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

# WC 99 06 44 (Ed. 6-11) NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM) SCHEDULED PERSON(S) OR ORGANIZATION(S)

This endorsement effective on 10/1/2024 at 12:01 A.M. standard time, forms a part of

(DATE)

Policy No. (24) 7177-66-99 of the Chubb Indemnity Insurance Company

(NAME OF INSURANCÉ COMPANY)

Issued to CONVERGEONE HOLDINGS, INC.

....Authorized Representative

Under Part Six – Conditions of the policy, the following is added:

# Notice of Cancellation (Other than Nonpayment of Premium) – Scheduled Person(s) or Organization(s)

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- •Impose any liability or obligation of any kind upon us; or
- •Invalidate such cancellation.

### **SCHEDULE**

IF YOU ARE OBLIGATED, PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT, TO PROVIDE PERSON(S) OR ORGANIZATION(S) WITH NOTICE OF CANCELLATION, THEN WE WILL NOTIFY SUCH PERSON(S) OR ORGANIZATION(S) PROVIDED THAT WITHIN 15 DAYS OF THE DATE WE SEND NOTICE OF CANCELLATION TO THE FIRST NAMED INSURED, THE FIRST NAMED INSURED OR PRODUCER OF RECORD PROVIDES US WITH A SPREADSHEET CONTAINING THE NAME, MAILING ADDRESS AND, IF AVAILABLE, E-MAIL ADDRESS OF THE PERSON(S) OR ORGANIZATION(S).

Policy Period: 12/1/2024 To 12/1/2025

Effective Date: 12/1/2024 Policy Number: 7819-21-64

Insured: ConvergeOne Holdings, Inc.

Name of Company: Federal Insurance Company

Date Issued: 12/1/2024

Under Conditions, Other Insurance is deleted and replaced by the following:

### **Conditions - Other Insurance**

If other valid and collectible insurance is available to the insured for loss we would otherwise cover under this insurance, our obligations are limited as follows:

A.This insurance is excess over any otherinsurance, whether primary, excess, contingent or on any other basis.

- B. We will have no duty to defend the insurance has a duty to defend such insured against any suit if any provider of any other insured against such suit.
- C. We will only pay our share of the amount of loss, if any, that exceeds the sum of the total:
- 1. amount that all other insurance would pay for loss in absence of this insurance; and
- 2. of all deductible and self-insured amounts under all other insurance.
- D. This insurance is not subject to the terms or conditions of any other insurance.

However, with respect to Coverage/Excess Follow-Form Coverage A only, paragraphs A. and B. above do not apply if:

- underlying insurance has agreed to provide insurance on a primary non-contributory basis to a person or organization; and
- the insured is obligated pursuant to a written contract or agreement, made prior to injury, damage or offense covered by this insurance, to provide such person or organization with insurance on a primary or non-contributory basis under this insurance;

then this insurance will not seek contribution from insurance available to such person or organization.

All other terms and conditions remain unchanged.

Form 07-02-2291 (Ed. 3-10)

### Chubb Commercial Excess And Umbrella Insurance

### **Endorsement**

Policy Period DECEMBER 1, 2023 To DECEMBER 1, 2024

Effective Date DECEMBER 1, 2023

Policy Number 7819-21-64

Insured CONVERGEONE HOLDINGS, INC.

Name of Company FEDERAL INSURANCE COMPANY

Date Issued December 12, 2023

Under Conditions, the following condition is added.

### **Conditions**

Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

### Schedule

Person(s) or Organization(s):

Address:

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

### Los Angeles Unified School District

### PROCUREMENT SERVICES DIVISION

333 South Beaudry Avenue, 28<sup>th</sup> Floor, Los Angeles, CA 90017 Telephone (213) 241-3087 ◆ Fax (213) 241-2853

ALBERTO M. CARVALHO

Superintendent

**KARLA ESTRADA** 

**Deputy Superintendent of Instruction** 

**PEDRO SALCIDO** 

**Deputy Superintendent of Business Services & Operations** 

April 11, 2025



**CHRISTOPHER D. MOUNT-BENITES** 

Chief Financial Officer

SUNG YON LEE

Deputy Chief Business Officer

**MATTHEW A. FRIEDMAN** 

Interim Chief Procurement Officer

**CONVERGEONE, INC. SENT VIA EMAIL:** rnye@onec1.com david.ngo@onec1.com

10900 Nesbitt Avenue South Bloomington, MN 55437

NOTICE OF INTENT TO AWARD CONTRACT – REMAINING REQUIREMENTS

RFQ/Contract No./Ariba No.: R-25018 / 2530013

Contract Type: <u>JOB ORDER CONTRACT</u>

Contract Description: <u>ELECTRICAL AND LOW VOLTAGE CONTRACTING</u>

**SERVICES (PSA)** 

CATEGORY B - PUBLIC ADDRESS (PA) AND TELEPHONE

**INSTALLATIONS** 

Contract Amount: \$1,000,000 (BID ADJUSTMENT FACTOR 1.3500)

Contract Duration: <u>365 Calendar Days</u>

This is your notice that you were determined to be one of the qualified and prequalified bidders for the above-referenced project. It is the District's intent to award the contract if you comply with all further requirements. This notice IS NOT AN AWARD OF THE CONTRACT.

Within **five (5)** business days of this notice, by <u>April 18, 2025</u>, you shall furnish to the JOB ORDER CONTRACTING UNIT via email to <u>xochitl.vargas@lausd.net</u> and hard copies (including the original bidding documents submitted via Ariba) delivered via courier of your choice to 333 S. Beaudry Avenue, 28<sup>th</sup> Floor, 28-136-5, ATTN: XOCHITL VARGAS, the documents indicated below:

PLEASE EXECUTE AND RETURN ALL DOCUMENTS RECEIVED. FAILURE TO DO SO WILL RESULT IN THE FORFEITURE OF YOUR BID BOND.

NOTICE OF INTENT TO AWARD: REMAINING REQUIREMENTS

X 1. Bonds – Executed by contractor, and by Attorney-in-Fact for surety. The bonds with acknowledgment attached must be executed by a surety who is an admitted insurer authorized to transact surety insurance in the State of California. It is NOT necessary for the contractor or surety to obtain the Los Angeles County Clerk's Office certification prior to returning the bond to PROCUREMENT SERVICES DIVISION – JOC UNIT.

Please inform your insurance broker to ensure the contract numbers appear on the Bonds as follows:

Contract No. 2530013 (R-25018)

- X 2. Original Certificate of Insurance (Document 00620), as indicated below, executed by an authorized representative of insurer:
- X Automobile Liability (Owned, hired, and non-owned)
- X Commercial General Liability
- X Pollution Liability (includes Asbestos/Lead Abatement) endorsement
- X Workers' Compensation

# X 3. ENROLLMENT REQUIREMENTS (OTHER THAN EXCLUDED CONTRACTORS):

- Enrollment with the LAUSD Owner Controlled Insurance Program (OCIP) is REQUIRED. Please contact the Insurance Administrator, Willis Towers Watson Insurance Services West, Inc. at 415-955-0239, or via email at lausd.ocip@willistowerswatson.com. IT IS YOUR RESPONSIBILITY TO ENROLL INTO THE OCIP. IT IS ALSO YOUR RESPONSIBILITY TO ENSURE OCIP ENROLLMENTS OF ALL ELIGIBLE LISTED SUBCONTRACTORS, AND TO PROVIDE ASSURANCE OF THEIR ENROLLMENT.
- Note: All enrollments are to be completed on-line. Access will be granted once Willis Towers Watson has been notified of your awarded contract.
- You are responsible for reviewing the most current LAUSD OCIP Insurance Manual, which is available through the LAUSD Risk Management website (https://achieve.lausd.net/Page/1008) or WTW website https://cp.wtwcompas.com.
  - o **Requirements of an ENROLLED CONTRACTOR:** An OCIP enrollment packet will be sent to you by Willis Towers Watson. It will include instructions for online access and enrollment. Please complete the enrollment ASAP to ensure your ability to start work in a timely fashion.
  - Requirements of an EXCLUDED CONTRACTOR: As an Excluded contractor, enrollment with the Owner Controlled Insurance Program (OCIP) is NOT REQUIRED. Please contact the Insurance Administrator at Willis Towers Watson Insurance Services West, Inc to obtain NOTIFICATION OF EXCLUSION from the Owner Controlled Insurance Program (OCIP) and for insurance requirements of Excluded contractors.

# PROOF OF INSURANCE REQUIREMENTS FOR ENROLLED AND EXCLUDED CONTRACTORS:

- Required from All contractors: An original Certificate of Liability Insurance, executed by an authorized insurer. Refer to JOC General Conditions, Section 00 7000, Article 5 (Insurance and Bonds), Items 5.5.1 5.5.4.
- Coverages should include:
  - o General Liability, including bodily injury and property damage
  - o Automobile Liability (Owned, hired, and non-owned)
  - O Workers' Compensation & Employer's Liability Insurance
  - o Contractor's Pollution Liability (CPL) Excluded Contractors
- Enrolled Contractors must provide evidence of Workers' Compensation, General Liability, and Excess/Umbrella Liability Insurance for Off-Site activities and Automotive Liability Insurance for both On-Site and Off-Site activities as specified in the contract.

- Send the Certificate of Insurance to Procurement (Contract Administrator) with a Cc to WTW Insurance Services at LAUSD.OCIP@willistowerswatson.com and j.chaidezzaragoz@lausd.net.
- Excluded Contractors must provide evidence of Workers' Compensation, General Liability, Excess/Umbrella Liability, Automobile Liability and Contractors Pollution Liability (CPL) for all activities including both On-Site and Off-Site activities as per the insurance specifications in the contract. All Excluded contractors must provide their Certificate of Insurance to Willis Tower Watson, upload it into WTW COMPAS, emailed to the following: LAUSD.OCIP@willistowerswatson.com and j.chaidezzaragoz@lausd.net.
- A signed Letter of Assent (Attachment A to the Project Stabilization Agreement (PSA)). A Letter of Assent must be executed and submitted by the prime contractor and all listed subcontractors to both Job Order Contracting (JOC) Unit and Labor Compliance Department. Additionally, signed Letter(s) of Assent for subcontractors of all tiers that were not listed on Document 00440 must be submitted directly to Labor Compliance Department. Job Order Contracting Unit will NOT award any contract until ALL Letter(s) of Assent for the Prime Contractor and the listed subcontractors have been received. See Section 2.5(b) of the PSA. Make sure all appropriate information is included in the body of the letter (i.e., company name, LAUSD construction contract #, and school name(s) or project site(s)).
- X 5. I certify under penalty of perjury under the laws of the State of California that my firm and all Subcontractors employed by my firm are in compliance with all requirements as set forth in the bidding and contract documents for this project.
- X 6. I certify under penalty of perjury under the laws of the State of California that my firm is still prequalified with the District and is eligible for an award of this contract, and that the information we submitted as part of the prequalification process remains unchanged.

, at <u>Bloomington</u> City	, Calxtaraia	Minnesota
Executive Vice President		
	City	City  Executive Vice President

Please sign and return this notice to JOB ORDER CONTRACTING.

If you should have any questions regarding this notice, please send email to xochitl.vargas@lausd.net.

Sincerely,

Xochitl Vargas

Contract Administration Analyst

c: WTW Insurance Services Inspection Section File



Home > Customer Account Lookup > CONVERGEONE, INC. CONVERGEONE, INC. **Customer Account Lookup** Customer Account CONVERGEONE, INC. CONVERGEONE, INC. Type Contractor Address 1 Website (empty) 9000 Rochester Ave, #150 Email Address\_2 jolson@onec1.com City Rancho Cucamonga State CA Zip 91764 Contractor Status DIR Approved CSLB Legal Name CONVERGEONE, INC. Business Structure Corporation - C corp Business Phone 6513936201 Registration Number President Jeffrey Russell PWCR 1000015180 Registration Start Date 2024-07-01 Registration End Date 2027-06-30 Doing Business As (DBA) Telecommunications Technician Legacy Registration Date 2024-07-01 Legacy Registration Expiration 2027-06-30 **Related Lists** Historical Registration Dates 1

# Current Dun & Bradstreet Reports on File

The contractors listed on this report have had a Dun & Bradstreet report pulled within the past year.

A D&B report is required for any contract of \$500,000 or more. The report must be not more than a year old.

FIRM-NAME	Vendor Number	License Number	Report Date
ALTERNATE POWER & CONSTRUCTION INC	11508	958181	01/13/25
ASBESTOS INSTANT RESPONSE INC dba AIR DEMOLITION & ENVIRONM	8623	795278	05/17/24
BEST CONTRACTING SERVICES INC.	1462	456263	11/21/24
BETA INVESTMENTS AND CONTRACTS INC	3037	488644	05/07/24
CALIFORNIA CERTIFIED CONSTRUCTION AND ELECTRICAL INC	11535	989029	06/12/24
CHARLES PANKOW BUILDERS LTD	10696	688972	09/17/24
CONVERGEONE INC	822797	861504	06/17/24
DANNY LETNER INC dba LETNER ROOFING COMPANY	1512	689961	04/30/24
EAGLE CONTRACTING INC	111243	970089	05/17/24
EBERHARD A TECTA AMERICA COMPANY LLC	822824	1114949	09/16/24
EMPIRE CONSTRUCTION SERVICES INC	822886	1077736	10/04/24
FIRST FIRE SYSTEMS INC dba FIRST FIRE ALARM SYSTEMS	2313	541227	02/10/25
FREDRICK TOWERS INC	2915	572986	01/21/25
GERONIMO CONCRETE INC	8539	770018	10/17/24
H Z S ENGINEERING INC dba H Z S CONSTRUCTION	822139	1039476	12/09/24
IAN THOMAS GROUP	10229	924537	05/07/24
KARCHER ENVIRONMENTAL INC	0246	481416	04/25/24
KEMP BROS CONSTRUCTION INC	4559	149816	04/12/25
MASTERS CONTRACTING CORPORATION	0282	466409	10/04/24
MIK CONSTRUCTION INC	12051	921766	02/04/25
MILLER ENVIRONMENTAL INC	7959	772797	05/17/24
MJ CONSTRUCTION DEVELOPMENT INC	11939	989007	09/12/24
NSA CONSTRUCTION GROUP INC	4983	714457	05/09/24
NTT DATA AMERICAS INC	822837	1086760	07/17/24
PARADISE CONSTRUCTION AND CONTRACT MANAGEMENT, INC	9459	869786	07/15/24
PARS ARVIN CONSTRUCTION INC	7511	804404	01/21/25
PIANA CONSTRUCTION & PAINTING INC	103566	731555	10/07/24
PINNER CONSTRUCTION CO INC	0491	166010	08/15/24
PRIME AXIS GENERAL BUILDER INC dba AXIS BUILDER	7814	802996	01/21/25
R BROTHERS INC	11141	956208	08/21/24
REYES ELECTRICAL CONTRACTOR INC dba REYES ENGINEERING COR	1755	494277	06/12/24

### **Current Due Diligence Checks on File**

The contractors listed on this report have had a Due Diligence Check performed on them within the previous two (2) years. A Due Diligence Check is required for any contract of \$1,000,000 or more. The check must not be more than 2 years old.

FIRM NAME	VENDOR NUMBER	LICENSE NUMBER	Due Diligence Data Sent	Due Diligence Received
ADVANCED CABLE SOLUTIONS INC	11389	930210	04/05/24	04/16/24
ALTERNATE POWER & CONSTRUCTION INC	11508	958181	07/22/24	08/23/24
AMERESCO INC	822631	817191	12/19/23	01/10/24
AP CONSTRUCTION GROUP INC DBA AIR PLUS	4827	573122	03/25/24	04/03/24
BALFOUR BEATTY CONSTRUCTION LLC	11312	979126	07/21/23	08/03/23
BEST CONTRACTING SERVICES INC.	1462	456263	11/21/24	12/11/24
BETA INVESTMENTS AND CONTRACTS INC	3037	488644	04/27/23	05/16/23
BIRDI SYSTEMS INC	805310	980383	04/10/24	04/23/24
C & P CONSTRUCTION DEVELOPMENT INC	6456	604931	02/06/24	03/14/24
CALIFORNIA CERTIFIED CONSTRUCTION AND ELECTRICA	11535	989029	04/01/24	04/08/24
CENTRICA BUSINESS SOLUTIONS SERVICES INC	822613	947569	12/19/23	01/10/24
CHARLES PANKOW BUILDERS LTD	10696	688972	10/01/24	10/17/24
CONVERGEONE INC	822797	861504	07/26/24	08/26/24
DANNY LETNER INC dba LETNER ROOFING COMPANY	1512	689961	04/24/23	05/11/23
EBERHARD	1807	329087	07/12/23	07/20/23
EBERHARD A TECTA AMERICA COMPANY LLC	822824	1114949	07/12/23	07/20/23
EMPIRE CONSTRUCTION SERVICES INC	822886	1077736	10/04/24	10/25/24
FIRST FIRE SYSTEMS INC dba FIRST FIRE ALARM SYSTEM	2313	541227	07/22/24	08/14/24
FREDRICK TOWERS INC	2915	572986	03/25/24	04/18/24
GERONIMO CONCRETE INC	8539	770018	10/17/24	10/28/24
H Z S ENGINEERING INC dba H Z S CONSTRUCTION	822139	1039476	12/09/24	12/16/24
HENSEL PHELPS CONSTRUCTION CO	11909	1020262	09/25/24	10/16/24
IAN THOMAS GROUP	10229	924537	01/28/25	02/04/25
ICON WEST INC (FORMERLY BJ DEVELOPMENT)	6545	747737	04/24/23	05/08/23
JOHNSON CONTROLS INC	0232	22445	05/01/24	05/29/24
KEMP BROS CONSTRUCTION INC	4559	149816	03/13/24	03/22/24
MARKET COOLING & CONSTRUCTION INC	111896	937744	11/27/23	12/12/23
MASTERS CONTRACTING CORPORATION	0282	466409	07/30/24	08/14/24
MIK CONSTRUCTION INC	12051	921766	04/09/24	04/18/24
MJ CONSTRUCTION DEVELOPMENT INC	11939	989007	09/26/24	10/07/24
NSA CONSTRUCTION GROUP INC	4983	714457	11/20/23	11/29/23
NTT DATA AMERICAS INC	822837	1086760	08/08/24	08/26/24
PACIFIC SINGLE PLY ROOFING INC	10338	777968	10/11/23	10/19/23

# United States Emironmental Protection Agency

# This is to certify that

JAITED STATES



ConvergeOne, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires May 31, 2029

UNITED STARTS

Marc Edmonds, Chief

Risk Assessment Management Branch 2.

NAT-F264582-1

Certification #

May 17, 2024

Issued On

From: <u>Stepanyan, Gayane</u>

To: Vargas, Xochitl; Bossier, Ronnie; Jorge, Allan; Cornejo, Rodolfo; Arellano, Francisco; Alvarado, Stephen;

Fernandez, Randy

Cc: Pettus, Courtney

Subject:RE: Prime PQ for ConvergeOne, Inc.Date:Tuesday, April 8, 2025 11:10:54 AM

Attachments: R-25018 - Announcement of Bid Results -.docx

image001.png image002.png image005.png

Importance: High

### Hello Xochitl/Ronnie/Allan,

Matt and Jorge are concerned of us placing Converge One projects and contracts on hold waiting for PQ approval. Courtney and I looked at the master contract bid documents, and it states the contractor has to be PQ'd at the time of Bid (which ConvergeOne, Inc. was prequalified at the time of bid).

Per Courtney's directive, please remove the note "Award of contracts based on pending prequalification" from the Announcement of Bid Results and re-send the revised Announcement.

Also please move forward with the Job Orders that have been e-JOIF'd and in different stages to be NTP'd.

Thank you,



**Procurement Services Division** 

**Facilities Contracts** 

Gayane Stepanyan

Assistant Contract Administration Manager

333 South Beaudry Avenue, 28th Floor

Los Angeles, CA 90017

(213) 241-3144 - cubicle 28-127-03

Email: gayane.stepanyan@lausd.net

JOC Webpage: www.laschools.org/new-site/bidding-opportunities/joc/

Bidding Opportunities: www.laschools.org/new-site/contracts/

**Credo:** We are a Team. We work with one another collaboratively and are empowered to do our jobs to the highest level and standards. We provide best in class customer service and meet or exceed industry standards.

-

From: Pettus, Courtney <courtney.pettus@lausd.net>

**Sent:** Monday, April 7, 2025 9:53 AM

To: Vargas, Xochitl <xochitl.vargas@lausd.net>

Cc: Stepanyan, Gayane <gayane.stepanyan@lausd.net>

Subject: RE: Prime PQ for ConvergeOne, Inc.

Hi Xochitl,

Please go ahead and post the results and just make a note that awards are pending prequalification. Generally, for other processes, as long as their prequalified at the time of bid they're ok to proceed. It's a little different for JOC because there's constantly contracts issued off of the master.

Thank you,



### **Procurement Services Division**

### **Courtney Pettus**

Contract Administration Manager 333 South Beaudry Avenue, 28<sup>th Floor</sup> Los Angeles, CA 90017

(213) 241-1289 - Cubicle 28-110-05 Email: courtney.pettus@lausd.net

**Credo**: We are a Team. We work with one another collaboratively and are empowered to do our jobs to the highest level and standards. We provide best in class customer service and meet or exceed industry standards.

**From:** Vargas, Xochitl < <u>xochitl.vargas@lausd.net</u>>

**Sent:** Monday, April 7, 2025 8:32 AM

**To:** Pettus, Courtney < courtney.pettus@lausd.net > **Cc:** Stepanyan, Gayane < gayane.stepanyan@lausd.net >

**Subject:** RE: Prime PQ for ConvergeOne, Inc.

Thank You Courtney,

I will ask them if they plan to resubmit, I want to release my announcement today.



### **Procurement Services Division**

### **Facilities Contracts**

### **Xochitl Vargas**

### Contract Administration Analyst

333 South Beaudry Avenue, 28<sup>th Floor</sup> Los Angeles, CA 90017

(213) 241-3102 — cubicle 28-136-5 Email: xochitl.vargas@lausd.net

**From:** Pettus, Courtney < courtney.pettus@lausd.net >

Sent: Monday, April 7, 2025 8:30 AM

**To:** Vargas, Xochitl < <u>xochitl.vargas@lausd.net</u>>

**Cc:** Stepanyan, Gayane <gayane.stepanyan@lausd.net>

Subject: RE: Prime PQ for ConvergeOne, Inc.

Hi Xochitl,

No, they have not resubmitted and we didn't bother them about it because we weren't sure what their status was going to be.

### Thank you,



### **Procurement Services Division**

### **Courtney Pettus**

### **Contract Administration Manager**

333 South Beaudry Avenue, 28th Floor Los Angeles, CA 90017

(213) 241-1289 - Cubicle 28-110-05 Email: courtney.pettus@lausd.net

**Credo**: We are a Team. We work with one another collaboratively and are empowered to do our jobs to the highest level and standards. We provide best in class customer service and meet or exceed industry standards.

**From:** Vargas, Xochitl <<u>xochitl.vargas@lausd.net</u>>

**Sent:** Monday, April 7, 2025 8:00 AM

**To:** Pettus, Courtney < courtney.pettus@lausd.net > **Cc:** Stepanyan, Gayane < gayane.stepanyan@lausd.net >

**Subject:** FW: Prime PQ for ConvergeOne, Inc.

Importance: High

Good morning Courtney,

I was verifying the contractors who are on my announcement of bids for R-25018 on their PQ status.

ConvergeOne, Inc. is NOT on the PQ list. I see that in February (previous email below) that they had not resubmitted.

### Did they resubmit?



**Procurement Services Division** 

**Facilities Contracts** 

### **Xochitl Vargas**

Contract Administration Analyst

333 South Beaudry Avenue, 28<sup>th Floor</sup> Los Angeles, CA 90017 (213) 241-3102 — cubicle 28-136-5

Email: xochitl.vargas@lausd.net

**From:** Pettus, Courtney < courtney.pettus@lausd.net >

**Sent:** Tuesday, February 18, 2025 11:50 AM **To:** Jorge, Allan <a href="mailto:allan.jorge@lausd.net">allan.jorge@lausd.net</a>>

**Cc:** Vargas, Xochitl < <u>xochitl.vargas@lausd.net</u>>; Stepanyan, Gayane < <u>gayane.stepanyan@lausd.net</u>>

**Subject:** RE: Prime PQ for ConvergeOne, Inc.

Hi Allan,

### ConvergeOne is not currently prequalified and they have not resubmitted yet.

Can you let me know what amendment you have to process? They are currently on hold.

Thank you,



### **Procurement Services Division**

### **Courtney Pettus**

Contract Administration Manager

333 South Beaudry Avenue, 28<sup>th Floor</sup> Los Angeles, CA 90017 (213) 241-1289 – Cubicle 28-110-05

Email: courtney.pettus@lausd.net

**Credo**: We are a Team. We work with one another collaboratively and are empowered to do our jobs to the highest level and standards. We provide best in class customer service and meet or exceed industry standards.

From: Jorge, Allan <allan.jorge@lausd.net>
Sent: Tuesday, February 18, 2025 11:05 AM

**To:** Pettus, Courtney < <a href="mailto:courtney.pettus@lausd.net">courtney.pettus@lausd.net</a>>

**Cc:** Vargas, Xochitl <<u>xochitl.vargas@lausd.net</u>>; Stepanyan, Gayane <<u>gayane.stepanyan@lausd.net</u>>

**Subject:** Prime PQ for ConvergeOne, Inc.

Good morning Courtney,

Did ConvergeOne, Inc. submit their renewal for their prime PQ? I don't see them on the list and I have an amendment to process for their 2 contracts.

Please let me know.

Respectfully,



### **Procurement Services Division**

### **Facilities Contracts**

### Allan M. Jorge Contract Administration Analyst 333 South Beaudry Avenue, 28th Floor

Los Angeles, CA 90017 (213) 241-3147 – Cubicle 28-136-4

Email: allan.jorge@lausd.net

**Credo**: We are a Team. We work with one another collaboratively and are empowered to do our jobs to the highest level and standards. We provide best in class customer service and meet or exceed industry standards.

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