

Los Angeles Unified School District
PROCUREMENT SERVICES DIVISION

333 South Beaudry Avenue, 28th 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

August 14, 2024

SENT VIA EMAIL: sharper@onec1.com

CONVERGEONE, INC.
10900 Nesbitt Avenue South
Bloomington, MN 55437

NOTICE OF AWARD

RFQ / Contract No: R-24044 / 2530001
ARIBA Contract No.: C2699
Contract Type: JOB ORDER CONTRACTING
Contract Description: ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA)
CATEGORY B – PUBLIC ADDRESS (PA) AND TELEPHONE INSTALLATIONS
Contract Amount: \$962,000 (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 **August 14, 2024** 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 xochitl.vargas@lausd.net or call me at 213-241-3102 (desk)

Sincerely,

Xochitl Vargas
Contract Administration Analyst

M. Friedman
G. Guzman
K. Kennedy
A. Tiongo

C. Pettus, Prequal
WTW (OCIP)
R. Lim, FPPS
E. Tran, PSA

B. Rios, A/P
J. Gomez
F. Karimi
D. Lozon

INTER-OFFICE CORRESPONDENCE
Los Angeles Unified School District

TO: **Gayane Stepanyan**
Assistant Contract Administration Manager

DATE: August 12, 2024

FROM: **Xochitl Vargas**
Contract Administration Analyst

SUBJECT: **RECOMMENDATION TO AWARD CONTRACT NO.: 2530001**

The following Contract is recommended for award.

CONTRACT NAME: JOB ORDER CONTRACT / RFQ / Bid No. R-24044
CONTRACT DESCRIPTION: ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA)
Category B – Public Address (PA) and Telephone Installations.

The contract award amount is **\$962,000.00**. The estimated contract range is **\$25,000.00 to Maximum Contract Value of \$8,660,000.00**. 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.

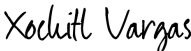
All bid documentation and other supporting correspondence required to date have been reviewed in determining that **CONVERGEONE, INC.** is one of the qualified and pre-qualified bidders on this Project.

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 2530001 RFQ / Bid NO. R-24044	\$25,000.00	F-306022-215-9010	0000-8500-14742	580005
Contract Amount (Base bid Only)	\$			

Contract Contingency (5% of total Contract Amount)	DOLLAR AMOUNTS	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:

DocuSigned by:

129BB826B483E4A2
Xochitl Vargas, Contract Administrator

8/12/2024
(Signature/date)

Gayane Stepanyan
Recommendation to Award Contract No. 2530001 – Information Technology Services (ITS)
JOC – Electrical and Low Voltage Contracting Services
Category B – Public Address (PA) and Telephone Installations.
CONVERGEONE, INC. (822797)

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

DATE RFQ WAS ADVERTISED	04/02/2024 & 04/09/2024	PUBLICATIONS USED TO ADVERTISE RFQ	
DATE OF LAST DUE DILIGENCE (\$1M OR MORE, NOT BE MORE THAN 2 YEARS)	N/A	Los Angeles Daily Journal 04/02/2024 and 04/09/2024	
DATE OF D&B (\$500K OR MORE, NOT BE MORE THAN A YEAR OLD)	06/17/2024	e-Bidboard 04/02/2024	
OCIP ENROLLMENT DATE	07/16/2024	One (1) Trade Publication for Advertisement via dodge.docs@construction.com 04/02/2024	
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	05/20/2024		
BID SUBMITTAL DATE	05/28/2024		
DOLLAR VALUE OF AWARD	\$962,000		
TOTAL NUMBER OF BIDDERS	4		
		DUE DILIGENCE INDICATORS	
		CONTRACTOR PERFORMANCE SCORE	93.5
		EMR	0.96

ADDITIONAL STEPS, IF NECESSARY TO DETERMINE RESPONSIVENESS

The District is awarding a contract from RFQ / BID R-24044.
CONVERGEONE, INC. is the qualified and prequalified bidder and is being awarded JOC Master Contract **2530001**.
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:

DS
25

DocuSigned by:
Xochitl Vargas
129B826B483F4A2...
Xochitl Vargas, Contract Administrator
Signature
8/12/2024
Date

DocuSigned by:
Gayane Stepanyan 8/16/2024
D15BF80B8087473...
Approved by: Chief Procurement Officer or Designee
Signature
Date

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

c: RCD
OAR
File

Los Angeles Unified School District

Procurement Services Division

ALBERTO M. CARVALHO
Superintendent

KARLA ESTRADA
Deputy Superintendent of Instruction

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations



DAVID D. HART
Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

CHRIS MOUNT
Chief Procurement Officer

June 28, 2024

SENT VIA EMAIL: david.ngo@oneCl.com

CONVERGEONE, INC.
10900 Nesbitt Avenue South
Bloomington, MN 55437

NOTICE OF INTENT TO AWARD CONTRACT – REMAINING REQUIREMENTS

RFQ / Contract No. R-24044 / 2530001
Contract Type: JOB ORDER CONTRACT
Contract Description: ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA)
CATEGORY B – PUBLIC ADDRESS (PA) AND TELEPHONE
INSTALLATIONS
Contract Amount: \$962,000 (BID ADJUSTMENT FACTOR 1.3500)
Contract Duration: 365 Calendar Days

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 provided that you comply with all further requirements. This notice **IS NOT AN AWARD OF THE CONTRACT**.

Within **five (5)** business days of this notice, by **July 8, 2024**, you shall furnish to the JOB ORDER CONTRACTING UNIT via [email](mailto:xochitl.vargas@lausd.net) to xochitl.vargas@lausd.net, and [hard copies delivered](#) via express courier of your choice to 333 S. Beaudry Avenue, 28th 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.
- X 2. Original Certificate of Insurance (Document 00620), as indicated below, executed by an authorized representative of insurer:
- X Workers' Compensation
X Comprehensive General Liability
X Automobile Liability (Owned, hired, and non-owned)
X Pollution Liability (includes Asbestos/Lead Abatement) endorsement

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>.
 - **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:**
 - **General Liability**, including bodily injury and property damage
 - **Automobile Liability** (Owned, hired, and non-owned)
 - **Workers' Compensation & Employer's Liability Insurance**
 - **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 aristeo.aguilera@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 aristeo.aguilera@lausd.net.

- X 4. 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 Facilities Contracts (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.** Facilities Construction Contracts 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.

Executed on 07/10/2024, at Bloomington, ~~California~~
Date City Minnesota



Signature of Authorized Officer

Shane Harper Regional Vice President
Print Name Title

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

BID AND ACCEPTANCE FORM
Category B (Public Address 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, May 28, 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-24044 (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 Number Number Number Number Number Number Number

1.05 BID ADJUSTMENT FACTOR(S)

- A. Adjustment Factor. The Contractor bids one (1) Bid Adjustment Factor that will be applied against the prices set forth in the Construction Task Catalog® (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. Contract Term (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.

1.

1	.	3	5	0	0
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Utilize four decimal places. Use conventional rounding.

1.06 Cost of Non Pre-Priced Task

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:

$$\text{COST OF NON PRE-PRICED TASK} = A + B + C + D$$

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) x 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 6.38 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.

Category B

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.

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: May 28, 20 24By ConvergeOne, Inc.
(Firm Name as it appears on Contractor's State License)

(Signature of authorized person to sign bid)

Print Name: Shane HarperBusiness Address: 10900 Nesbitt Ave South, Bloomington, MN 55437Contractor License No.: 861504Phone No. 916-870-9626Email Address: sharper@onec1.com

FOR PROCUREMENT USE ONLY

Contract Number

2530001

Category B

☐

with Plans

☐

with Specs

1.10 ACCEPTANCE

This Contract is made and entered into on the date set forth on Page 4 of this Contract, by and between the Los Angeles Unified School District, by and through its Board of Education (hereinafter the "OWNER"), and

ConvergeOne, Inc.

{Name as it appears on Contractor's State License – to be filled in by OWNER / Facilities Contracts}

, a Corporation

{sole ownership, partnership, corporation, joint venture, or other}

This Contract is for the purpose of constructing that Project identified as **JOB ORDER CONTRACTING FOR ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (RFQ NO. R-24044) FOR ALL WORK HOURS (Weekdays, Weekends and Holidays) (DISTRICT-WIDE)**. CONTRACTOR is the most qualified prequalified bidder in response to the Request for Qualifications (RFQ) issued by the OWNER pursuant to Public Contract Code 20919 and represents that it is qualified to perform all of the terms, covenants, promises and conditions of this Contract.

The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the Adjustment Factor(s) as specified in the Bid Form.

Article 7 - Contract Value

The Contract is an indefinite-quantity contract for construction work and services. The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents the estimated contract range is between Twenty-five thousand dollars (\$25,000) to the Maximum Contract Value of **Eight million Six Hundred Sixty Thousand Dollars (\$8,660,000)**, to be determined by individual Job Orders, as provided in the Contract Documents.

The term of the JOC Contract is 12 months or whenever the maximum value of the JOC Contract is achieved, whichever is less. The initial value of the JOC Contract may be increased up to the maximum total dollar amount of eight million, six hundred sixty thousand dollars (\$8,660,000) at any time and as deemed necessary by the District. The Bid Adjustment Factor (BAF) shall remain fixed for the term of the JOC Contract.

An awarded JOC Contract does not guarantee that any job order(s) will be issued by the District during the term.

It is understood and agreed that all applicable taxes are included in the Contract Value and that the Federal Excise Tax, from which the OWNER is exempt, is not included. The OWNER, upon request, will furnish the CONTRACTOR such Tax Exemption Certificates as may be required by the Manufacturer or Dealer.

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

Executed on 8/14/2024, at Los Angeles, California.

LOS ANGELES UNIFIED SCHOOL DISTRICT, PROCUREMENT SERVICES DIVISION

DocuSigned by:

By: Gayane Stepanyan - ACAM

D153F80B8087473...

Chief Procurement Officer or Designee

Print Name: Gayane Stepanyan - ACAM

BLUE INK SIGNATURE REQUESTED

FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM

SHALL RENDER THE BID NON-RESPONSIVE

END OF DOCUMENT

JOB ORDER CONTRACT
ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES
RFQ/BID NO. R-24044

RELEASED 04/03/2024
BID AND ACCEPTANCE FORM
00 4100-5

DOCUMENT 00 4313

BID SECURITY FORM

Bond Number N/A - Bid Bond

ConvergeOne, Inc.

Surety

Lexon Insurance Company

Bidder

BOARD OF EDUCATION OF THE CITY OF LOS ANGELES OWNER/Obligee

TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).....Amount of Bond

Project Description: JOB ORDER CONTRACT FOR ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES
(R-24044) for Category B (Public Address (PA) and Telephone Installations)

Bid Submittal Due Date: 05/28/2024

WHEREAS, the bidder is herewith submitting to OWNER the above described bid, which is attached hereto and made part thereof.

NOW, THEREFORE, the Surety and the bidder are firmly held and bound, jointly and severally, to OWNER in the amount set forth above, lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents.

If the bid or any part of the bid shall be accepted and a contract awarded to the bidder by OWNER, and if the bidder shall well, truly and fully perform all the terms, conditions, and obligations to be kept and performed on the part of the bidder, and shall within the required time enter into a written contract and shall furnish bond(s) as required by the Contract and Specifications, or the call for bids, or by law, with a surety acceptable to OWNER, then this obligation shall be void; otherwise it shall remain in full force and effect for a minimum period of 60 days from the date of the bid, or longer if required by law, or longer through mutual agreement of the OWNER and bidder.

This instrument and the amount of money set forth above shall be applied toward, but shall not be considered a limitation upon, any damages which may be sustained by OWNER if the bidder fails to execute a written contract, or fails to secure the necessary bond(s), or fails to comply with all the terms, conditions and obligations to be kept and performed on the part of the bidder.

The maximum amount of Surety's liability claimable and recoverable under this instrument shall be and hereby is expressly limited to the amount of money set forth above. In addition to the liability of the Surety under this bond, the Court shall award to the prevailing party in any suit brought on this bond reasonable attorneys' fees and costs, even if such amounts exceed the penal sum of this bond.

Dated this 23rd day of May 20 24

ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

ConvergeOne, Inc.

State of Arizona

SS

By (signed) [Signature] BIDDERCounty of MaricopaBy (signed) Rui Goncalves Signature of Authorized PersonOn May 23, 2024, before me,Title General Counsel + Secretary

Kristin D. Thurber, a Notary Public

Lexon Insurance Company

SURETY

By (signed) Hillary D. Shepard Signature of Attorney-In-Fact

Personally appeared Hillary D. Shepard
 Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Address 10002 Shelbyville Road, Suite 100City, State Louisville, KY 40223Telephone (615) 553-9500

Notary Seal)

Kristin D. Thurber
 Signature of Notary

ATTACH CERTIFIED COPY OF POWER OF ATTORNEY AND ALL-PURPOSE ACKNOWLEDGMENT.

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.)

[If you do not submit a certified or cashier's check, failure to submit this form shall render your bid non-responsive]

END OF DOCUMENT

JOB ORDER CONTRACT
 ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES
 RFQ/BID NO. R-24044

RELEASED 04/03/2024
 BID SECURITY FORM
 00 4313-1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

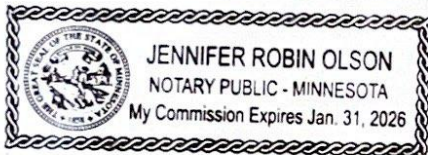
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Minnesota)
 County of Dakota)
 On May 25, 2024 before me, Jennifer Olson, Notary Public
Date Here Insert Name and Title of the Officer
 Personally appeared Rui Goncalves
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

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

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

Signer Is Representing _____

Signer Is Representing _____



POWER OF ATTORNEY

2775

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. Braille, 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
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



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/she is an officer of 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.

By: *Amy Taylor*

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



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."

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 23rd day of May, 2024.

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

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, terrorist 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. 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.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

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

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Nº 08554

Certificate of Authority

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

Lexon Insurance Company

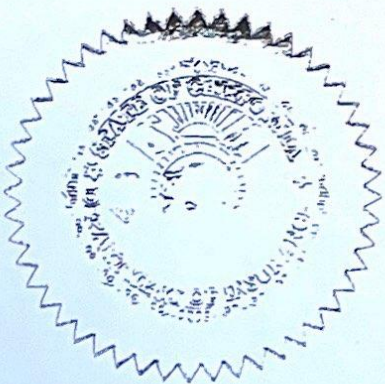
of Texas, organized under the
laws of Texas, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

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 WITNESS WHEREOF, effective as of the 2nd
day of June, 2008, I have hereunto
set my hand and caused my official seal to be affixed this
2nd day of June, 2008.



Steve Poizner
Insurance Commissioner

By

Susan J. Stapp
for Jim Richardson
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.

DOCUMENT 00 4500 Bidder Name: ConvergeOne, Inc.

CERTIFICATION REQUIREMENTS

Category B (Public Address 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.)

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

<u>None</u>	<u>None</u>	<u>None</u>
<u>None</u>	<u>None</u>	<u>None</u>

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

<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*)
- ☒ **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 estimate 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 <https://achieve.lausd.net/Page/14037> 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.

Bidder Name: ConvergeOne, Inc.
Category B

1.07 DEBARMENT, SUSPENSION, INELIGIBILITY 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 28th, May, 2024, at Los Angeles, California.

By: 

Title: Regional Vice President

Signature and Title of Bidder Representative

Print Name: Shane Harper

Certification shall be signed by bidder or an authorized representative of bidder.

(THIS DOCUMENT CANNOT 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 AFFIDAVIT**1.01 GENERAL**

- A. The following affidavit is required by Section 7106 of the California Public Contract Code.
- B. The Non-Collusion Affidavit shall be executed by bidder and submitted with bid.
- C. Failure to submit this affidavit, filled out and signed in its entirety, shall result in the bid being deemed non-responsive.

State of California

County of Los Angeles.Shane Harper

(Name of person signing bid)

, being first duly sworn, deposes and says that he or she

Regional Vice President,

of ConvergeOne, Inc.

is the party making the

(Title of Signer)

(Name of Licensee Bidding)

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

Bidder Name ConvergeOne, Inc.

Name as it appears on Contractor's State License

Check One:

Sole Ownership _____

IRS Employers Identification Number: 41-1763228

Partnership _____

Contractor's State License: 861504C-7 and C-10

Number

Classification(s)

Corporation XName of License Holder: ConvergeOne, Inc.

Other _____

Expiration Date: 07/31/2025Address 10900 Nesbitt Avenue South,Phone (916) 870-9626City BloomingtonState MNZip Code 55437Fax ()

"The signature below binds bidder to all the stated conditions and bidder certifies under penalty of perjury under the laws of the State of California the foregoing is true and correct."

By Shane Harper

Print Name

Regional Vice President,

Signature and Title

(Affidavit shall be signed by bidder or an authorized representative of bidder. Do not type or use rubber stamp.)

Dated this 28th day of May 20 24

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.)
[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-24044

RELEASED 04/03/2024
 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: ConvergeOne, 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)]. <http://www.dir.ca.gov/>**

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

(THIS DOCUMENT **CANNOT** 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

DOCUMENT 00 6113

PAYMENT BOND
(LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and ConvergeOne, Inc.

hereinafter called the CONTRACTOR, have entered into a Contract

dated _____

for Electrical and Low Voltage Contracting Services (PSA) Category B - Public Address (PA) and Telephone Installations - Contract No. R-24044/2530001

Contract

Amount Nine Hundred Sixty Two Thousand and No/100 Dollars (\$962,000.00)

NOW, THEREFORE, the CONTRACTOR, as Principal, and the following named Surety, Lexon Insurance Company

are held and firmly bound to the OWNER in the amount set forth under the bond, for the payment whereof in the manner specified, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

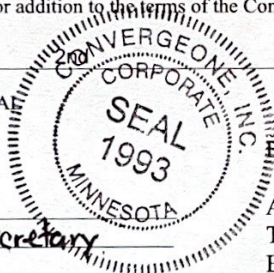
PAYMENT BOND

In an amount equal to One Hundred Percent (100%) of the above Maximum Contract Value. The condition of this obligation is that if the Contractor or his Subcontractors, fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the CONTRACTOR and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor that the surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon the bond, a reasonable attorney'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.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder shall in anywise affect its obligations on the above bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents.

Signed and sealed this _____ day of July 2024
ConvergeOne, Inc.
 CONTRACTOR/PRINCIPAL
Rui Concalves
 By Rui Concalves
 Title General Counsel + Secretary
 By Hillary D. Shepard
 Hillary D. Shepard, Attorney-in-Fact
 Address 10002 Shelbyville Road, Suite 100, Louisville, KY 40223
 Telephone Number (615) 553-9500
 Bond Number LICX1200953



The OWNER will obtain the following certification:

CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE

I hereby certify:

1. That the Surety named above has been certified by the State Insurance Commissioner as an admitted Surety Insurer and that such authority is in full force and effect.
2. That there is on file in this office the financial statement 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 _____ Deputy

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED)
END OF DOCUMENT

JOB ORDER CONTRACT
ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES
RFQ/BID NO. R-24044

REVISED 01/05/2012
PAYMENT BOND (LABOR AND MATERIAL)
00 6113-1

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-24044/2530001,

Electrical and Low Voltage Contracting Services (PSA) Category B - Public Address (PA) and
described as Telephone Installations at 333 S. Beaudry Ave., 29th FL., Los Angeles, CA 90017
Contract No. R-24044/2530001

and is in the Maximum Contract Value of Nine Hundred Sixty Two Thousand and No/100 Dollars (\$962,000.00)

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and Lexon 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 Nine Hundred Sixty Two Thousand and No/100 Dollars (\$962,000.00), 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:

1. 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.

2. 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:

a. Arrange for CONTRACTOR, with consent of OWNER which OWNER may withhold in its sole discretion, to perform and complete the Contract; or

b. 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

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.

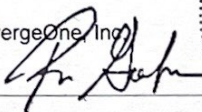
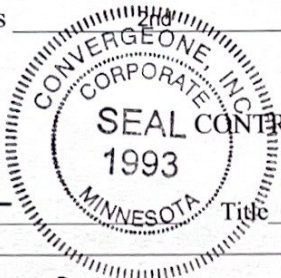
10. In case any suit, arbitration or other action is brought upon this Bond, reasonable attorneys' fees shall be awarded to the prevailing party, only the amount thereof being within the Court's or arbitrator's discretion.

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 24 day of July 2024

ConvergeOne, Inc.

By

Title

General Counsel & Secretary

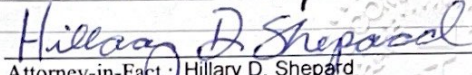
Surety Name Lexon Insurance Company

Address of Surety 10002 Shelbyville Road, Suite 100
Louisville, KY 40223

Telephone Number (615) 553-9500

Bond Number LICX1200953

By



Attorney-in-Fact: Hillary D. Shepard
Address 444 W. 47th Street, Suite 900

Kansas City, MO 64112

Telephone Number (816) 960-9000

The OWNER will obtain the following certification:

CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE

I hereby certify:

1. That the Surety named above has been certified by the State Insurance Commissioner as an admitted Surety Insurer and that such authority is in full force and effect.
2. That there is on file in this office the financial statement 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 _____

Deputy

#

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED)
END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

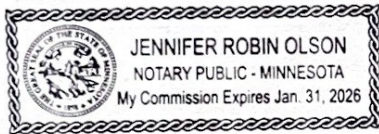
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Minnesota)
 County of Dakota)
 On August 6, 2024 before me, Jennifer Olson, Notary Public
Date Here Insert Name and Title of the Officer
 Personally appeared Rui Goncalves
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Jennifer Olson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

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

Signer Is Representing _____

Signer's Name _____

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

Signer Is Representing _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of Arizona)County of Maricopa)On July 2, 2024 before me, Kristin D. Thurber

Date

Here Insert Name and Title of the Officer

Personally appeared Hillary D. Shepard

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

----- OPTIONAL -----

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

Description of Attached Document

Title or Type of Document _____ Document Date _____

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

Signer Is Representing _____

Signer's Name _____

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

Signer Is Representing _____



POWER OF ATTORNEY

2775

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. Braille, Mary T. Flanagan, 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.

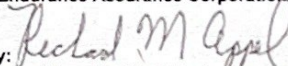
This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading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

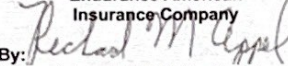
IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation

By: 
Richard Appel, SVP & Senior Counsel

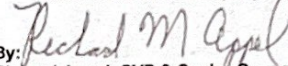


Endurance American Insurance Company

By: 
Richard Appel, SVP & Senior Counsel

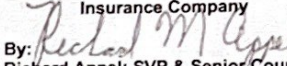


Lexon Insurance Company

By: 
Richard Appel, SVP & Senior Counsel



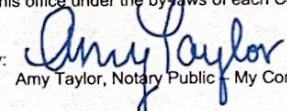
Bond Safeguard Insurance Company

By: 
Richard Appel, SVP & Senior Counsel



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/she is an officer of 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.

By: 
Amy Taylor, Notary Public - My Commission Expires 3/9/27



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; and 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:

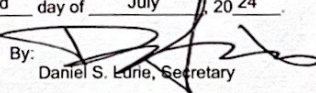
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER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

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 2nd day of July, 20 24.

By: 
Daniel S. Lurie, Secretary

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, terrorist 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. 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.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

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

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE N9 08554
SAN FRANCISCO

Certificate of Authority

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

Lexon Insurance Company

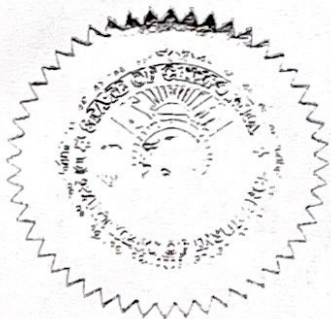
of Texas, organized under the
laws of Texas, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

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 WITNESS WHEREOF, effective as of the 2nd
day of June, 2008, I have hereunto
set my hand and caused my official seal to be affixed this
2nd day of June, 2008.



By

Steve Poizner
Insurance Commissioner

Susan J. Stapp
for Jim Richardson
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.

Los Angeles Unified School District
PROCUREMENT SERVICES DIVISION

333 South Beaudry Avenue, 28th 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

August 13, 2024

ConvergeOne, Inc.
10900 Nesbitt Avenue South
Bloomington, MN 55437
SENT VIA EMAIL: sharper@onecl.com

Dear Mr. Harper:

The District is requesting the Bid Adjustment Factor to be extended for an additional 90 days, which would extend the validity of your company's bid through August 28, 2024 for Electrical and Low Voltage Contracting Services - **Category B**.

Please email your response as indicated on the enclosed attachment by August 19, 2024 or sooner.

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

Sincerely,

Xochitl Vargas
Contract Administration Analyst

C: Gayane Stepanyan

Enclosed Attachment

Los Angeles Unified School District
PROCUREMENT SERVICES DIVISION

333 South Beaudry Avenue, 28th 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-24044 for Electrical and Low Voltage Contracting Services (Category B), please take the following action:

Indicate:

☒ Yes, we agree to extend the Bid Adjustment Factor of **1.3500** submitted on May 28, 2024 through August 28, 2024.

☐ 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 Ave S, Bloomington, MN 55437

Date: 08/13/2024



August 13, 2024

Los Angeles Unified School District
333 S. Beadry Avenue
Los Angeles, CA 90017

RE: Bid Bond Extension for ConvergeOne, Inc.
RFQ/Bid No. R-24022 for Job Order Contracting 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 an additional 30 days.

Sincerely,

A handwritten signature in blue ink that reads 'Hillary D. Shepard'. The signature is fluid and cursive, with the first name 'Hillary' and last name 'Shepard' clearly legible.

Hillary D. Shepard
Attorney-in-Fact

**SOMPO INTERNATIONAL**
INSURANCE**POWER OF ATTORNEY****2775**

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
By: *Richard M. Appel*
Richard Appel, SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M. Appel*
Richard Appel, SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M. Appel*
Richard Appel, SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M. Appel*
Richard Appel, SVP & Senior Counsel

**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/she is an officer of 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.

By: *Amy Taylor*

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

**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."

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 13th day of August, 20 24.

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

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, terrorist 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. 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.

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

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

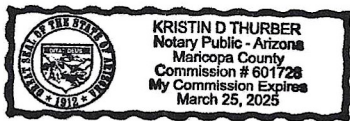
State of Arizona)County of Maricopa)On August 13, 2024 before me, Kristin D. Thurber, Notary Public
Date Here Insert Name and Title of the OfficerPersonally appeared Hillary D. Shepard

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

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

Signer Is Representing _____

Signer's Name _____

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

Signer Is Representing _____

VERIFICATION OF BONDS

☐

Bond not verified

☒

Bond verified

Contractor Name: [CONVERGEONE, INC.](#)

RFQ# / CONTRACT NO.: R-24044 / 2530001

BOND NO.: LICX1200953 VENDOR NO.: 822797

Date Called	Name of Surety Co.	Date Bond Issued	Claims Address	Phone No.
08/08/2024	Lexon Insurance Company	07/02/2024	10002 Shelbyville Road, Suite 100 Louisiana, KY 40223	816-960-9000
			Bond Verified by: Hillary D. Shepard	

VERIFIED BY: Xochitl Vargas *XV*



VIA EMAIL: lcp@lausd.net

July 8, 2024

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 this 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 2530001, 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,

ConvergeOne, Inc.

By: 
Rui Goncalves, Secretary

Contractor's State License No: 861504

Project Name: Electrical and Low Voltage Contracting Services Cat B

[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

OneC1.com

From: [Farhan Ahmed Chowdhary From Willis Towers Watson via Wrap Portal](#)
To: lausd.ocip@wtwco.com; [Vargas, Xochitl](#); [Jenn Hilgreen](#)
Subject: Welcome Letter - Contract#: R-24044-2530001 X X X X X on LAUSD OCIP V Owner Controlled Insurance Program (OCIP) - WC Policy Number: 900 0199761 - #C390368
Date: Tuesday, July 16, 2024 3:15:10 PM
Attachments: [Convergeone Inc OCIP V - JOC Contracts COI_ad93e470-ea65-49fc-8485-21077ea5bcea.pdf](#)
[SampleCOIEnrolledParties.pdf](#)

CAUTION: EXTERNAL EMAIL

Attn: **Jenn Hilgreen**
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-24044-2530001 X X X X**
X
WC Policy Number: **900 0199761**
Enrollment Effective Date : **07/12/2024**

Dear Jenn,

Welcome, you have been enrolled into the LAUSD OCIP V's OCIP for work performed under contract number **R-24044-2530001 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 (<https://achieve.lausd.net/site/default.aspx?PageID=1008>) 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: (<https://cp.wtwcompas.com>)

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

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

Willis Towers Watson
300 South Grand Avenue, Suite 2000
Los Angeles, CA 90071

CONTACT NAME:

Irene Montes

PHONE (A/C, No, Ext):

(415) 955-0239

E-MAIL ADDRESS:

irene.montes@wtwco.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Starr Indemnity & Liability

38318

INSURER B: Starr Specialty Insurance Company

16109

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

INSURED

Convergeone, Inc
10900 Nesbitt Ave South
Bloomington, MN 55437

COVERAGES

CERTIFICATE NUMBER: LAUSDV - 00005075

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR	Y	Y	1000026031231	7/12/2024	5/1/2028	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0						
	MED EXP (Any one person) \$ 0						
	PERSONAL & ADV INJURY \$ 2,000,000						
	GENERAL AGGREGATE \$ 4,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/ OP AGG \$ 4,000,000
	POLICY ☒ PROJECT LOC						
	OTHER						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTO						BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTO ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB	☒	OCCUR	1000588359231	7/12/2024	5/1/2028	EACH OCCURRENCE \$ 10,000,000
	☒ EXCESS LIAB	☐	CLAIMS-MADE				AGGREGATE \$ 10,000,000
	DED	RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	Y	900 0199761	7/12/2024	5/1/2025	Prod-Comp/Ops
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☒ PER STATUTE OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		E.L. DISEASE - POLICY LIMIT \$ 1,000,000					

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

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-24044-2530001 X X X X X. The coverage is effective from the start date of the contract, 7/12/2024, through the completion of the work onsite, or completion of the project, whichever is first.

Location: MSTR - Master

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS(Continued from Page 1)

LAUSD OCIP V-OCIP V - JOC Contracts

<u>Insurer</u>	<u>Policy #</u>	<u>Eff.Date</u>	<u>Exp.Date</u>	<u>Limits</u>
D: Endurance Risk Solutions Assurance Company Excess Layer 2	XSC30036742400	7/12/2024	5/1/2028	\$15,000,000 Each Occurrence \$15,000,000 Aggregate
E: ACE Property & Casualty Insurance Co. Excess Layer 3	XCQ G47403686 001	7/12/2024	5/1/2028	\$15,000,000 Each Occurrence \$15,000,000 Aggregate
F: Ascot Specialty Insurance Company Excess Layer 4 (Quota:50.00%)	EXNA2310000445-01	7/12/2024	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
G: Great American Security Ins. Company Excess Layer 4 (Quota:50.00%)	EXC 4455899	7/12/2024	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
H: Shepherd Specialty Insurance Services, Inc. Excess Layer 5	74924S230ALI	7/12/2024	5/1/2028	\$10,000,000 Each Occurrence \$10,000,000 Aggregate
I: Starr Surplus Lines Insurance Company Excess Layer 6 (Quota:60.00%)	1000588386231	7/12/2024	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
J: NORTH AMERICAN CAPACITY INSURANCE COMPANY Excess Layer 6 (Quota:40.00%)	EXS 2001686 00	7/12/2024	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate

OTHER INSURERS NAIC NUMBER:

G Great American Security Ins. Company -
H Shepherd Specialty Insurance Services, Inc. -
I Starr Surplus Lines Insurance Company - 13604
J NORTH AMERICAN CAPACITY INSURANCE COMPANY -



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2024

7/3/2024

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Great Northern Insurance Company</td> <td style="text-align: center;">20303</td> </tr> <tr> <td>INSURER B: Chubb Indemnity Insurance Company</td> <td style="text-align: center;">12777</td> </tr> <tr> <td>INSURER C: Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER D: Endurance American Specialty Insurance Co.</td> <td style="text-align: center;">41718</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great Northern Insurance Company	20303	INSURER B: Chubb Indemnity Insurance Company	12777	INSURER C: Federal Insurance Company	20281	INSURER D: Endurance American Specialty Insurance Co.	41718	INSURER E:		INSURER F:	
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INSURER D: Endurance American Specialty Insurance Co.	41718														
INSURER E:															
INSURER F:															
INSURED 1373931 CONVERGEONE INC. 10900 NESBITT AVE SOUTH BLOOMINGTON MN 55437															

COVERAGES**CERTIFICATE NUMBER:** 20728099**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	Y	N	3605-71-75	12/1/2023	12/1/2024	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 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	N	73637415	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	N	N	7819-21-64	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y N/A	7177-66-99	10/1/2023	10/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	TECH E&O LIABILITY/PRIVACY LIABILITY/CYBER LIAB	N	N	NRO30027805701	12/1/2023	12/1/2024	\$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 12/1/2023 - 12/1/2024, POLICY #3605-71-75, \$3,000,000 LIMIT; RE: CONTRACT 2530001. LOS ANGELES UNIFIED SCHOOL DISTRICT, AND THE BOARD OF EDUCATION OF THE DISTRICT ARE ADDITIONAL INSURED ON GENERAL AND AUTO LIABILITY COVERAGE, AS REQUIRED BY WRITTEN CONTRACT, AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON 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 Attachments**20728099**
 LOS ANGELES UNIFIED SCHOOL DISTRICT
 AND THE BOARD OF EDUCATION OF THE CITY OF
 LOS ANGELES
 333 S. BEAUDRY AVE., 28TH FL
 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 INSURED:

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



20728099

LOS ANGELES UNIFIED SCHOOL DISTRICT
333 S. BEAUDRY AVE., 28TH FL,
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:

20728099. You must reference this Certificate ID number in order for us to complete this process.

- Ø **Certificate ID: 20728099**
- 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: 12/1/2023 to 12/1/2024
Effective Date: 12/1/2023
Policy Number 3605-71-75
Insured: ConvergeOne Holdings, Inc.
Name of Company: Great Northern Insurance Company
Date Issued: 12/1/2023

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.

Endorsement

<i>Policy Period</i>	12/1/2023 - 12/1/2024
<i>Effective Date</i>	12/1/2023
<i>Policy Number</i>	3605-71-75
<i>Insured</i>	ConvergeOne Holdings, Inc.
<i>Name of Company</i>	Great Northern Insurance Company
<i>Date Issued</i>	12/1/2023

[illegible]

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 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: 10/1/2023 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)

▼ Contractor's License Detail for License # 861504

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 8/12/2024 11:22:17 AM

Business Information

CONVERGEONE INC
10900 NESBITT AVE_SOUTH
BLOOMINGTON, MN 55437
Business Phone Number: (651) 994-6800

Entity Corporation
Issue Date 07/19/2005
Expire Date 07/31/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ C-7 - LOW VOLTAGE SYSTEMS
- ▶ C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.
Bond Number: 107369597
Bond Amount: \$25,000
Effective Date: 01/01/2023
[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number LICX1200937 for CARY CHARLES STAEDEN in the amount of \$25,000 with LEXON INSURANCE COMPANY.
Effective Date: 08/08/2023

Workers' Compensation

This license has workers compensation insurance with the CHUBB INDEMNITY INSURANCE COMPANY
Policy Number: 71776699
Effective Date: 10/01/2023
Expire Date: 10/01/2024
[Workers' Compensation History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.



Home > Customer Account Lookup > Convergeone, Inc.

Convergeone, Inc.

Customer Account Lookup

Name

Convergeone, Inc.

Website

(empty)

Email

jolson@onec1.com

Customer Account

Type

Contractor

Address 1

9000 Rochester Ave, #150

Address 2

City

Rancho Cucamonga

State

CA

Zip

91764

Contractor Status

Unregistered

CSLB

Legal Name

CONVERGEONE, INC.

Business Structure

-- None --

Business Phone

Registration Number

C2347659

President

PWCR

1000015180

Registration Start Date

Registration End Date

Doing Business As (DBA)

Crafts

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
ADVANCED CABLE SOLUTIONS INC	11389	930210	01/18/24
ALTERNATE POWER & CONSTRUCTION INC	11508	958181	01/18/24
AMERESCO INC	822631	817191	12/18/23
AP CONSTRUCTION GROUP INC DBA AIR PLUS	4827	573122	03/25/24
ASBESTOS INSTANT RESPONSE INC dba AIR DEMOLITION & ENVIRONM	8623	795278	05/17/24
ASTROTURF CORPORATION	822606	1036156	08/28/23
BALFOUR BEATTY CONSTRUCTION LLC	11312	979126	07/20/23
BEST CONTRACTING SERVICES INC	1462	456263	12/07/23
BETA INVESTMENTS AND CONTRACTS INC	3037	488644	05/07/24
BIRDI SYSTEMS INC	805310	980383	01/18/24
BLACH CONSTRUCTION	822427	290418	12/20/23
BYROM - DAVEY INC	9586	803447	09/07/23
C & P CONSTRUCTION DEVELOPMENT INC	6456	604931	02/02/24
CALIFORNIA CERTIFIED CONSTRUCTION AND ELECTRICAL INC	11535	989029	06/12/24
CENTRICA BUSINESS SOLUTIONS SERVICES INC	822613	947569	12/18/23
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	1807	329087	07/12/23
FIRST FIRE SYSTEMS INC dba FIRST FIRE ALARM SYSTEMS	2313	541227	01/18/24
FREDRICK TOWERS INC	2915	572986	12/04/23
GERONIMO CONCRETE INC	8539	770018	08/29/23
HENSEL PHELPS CONSTRUCTION CO	11909	1020262	12/20/23
IAN THOMAS GROUP	10229	924537	05/07/24
JACK CARDANI CONSTRUCTION INC	8393	789552	08/25/23
JOHNSON CONTROLS INC	0232	22445	01/18/24
KARCHER ENVIRONMENTAL INC	0246	481416	04/25/24
KEMP BROS CONSTRUCTION INC	4559	149816	03/05/24
MARKET COOLING & CONSTRUCTION INC	111896	937744	11/17/23
MASTERS CONTRACTING CORPORATION	0282	466409	09/06/23
MIK CONSTRUCTION INC	12051	921766	01/23/24

United States Environmental Protection Agency

This is to certify that



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

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

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

NAT-F264582-1

Certification #

May 17, 2024

Issued On



A handwritten signature in black ink, appearing to read "Marc Edmonds".

Marc Edmonds, Chief

Risk Assessment Management Branch 2.

FIRM NAME	Vendor Number	License Number	LICENSE TYPE	Effective Date	Expiration Date	e-mail	FIRM PHONE	FAX	CONTRACTOR PERFORMANCE SCORE
COMMUNITY PLAYGROUNDS, INC	11394	362950	A D12 D34	10/28/23	10/27/24	sam@commplay.us	(415) 892-8100	(415) 892-3132	79.6
CONTINENTAL FLOORING COMPANY dba ARIZONA CONTINENTAL FLOORING COMPANY	105863	647757	C15	05/04/24	05/03/25	tjohnson@continentalflooring.com	(800) 825-1221		90.0
CONVERGEONE INC	822797	861504	C-7 C10	02/02/24	02/01/25	David.Ngo@onec1.com	(714) 484-2711	(714) 784-7653	93.5
CORE CONTRACTING INC	822242	905751	B C-5	10/14/23	10/13/24	ataylor@corecontractinginc.com	(901) 237-9317		96.6
COSCO FIRE PROTECTION INC	107774	577621	B C10 C16	11/03/23	11/02/24	tfinn@coscofire.com	(714) 989-1800	(714) 989-1801	91.2
D B B BUILDER INC	11922	1026149	B C-8 C33 C36	01/21/24	01/20/25	dbb.builder@gmail.com	(323) 331-0168		90.0
D JOHN ROSER INC	4615	506778	A B C-8 C10 C12 C36 ASB	05/19/23	05/18/24	seedondig@aol.com	(818) 706-2411	(818) 706-1953	79.1
DANNY LETNER INC dba LETNER ROOFING COMPANY	1512	689961	B C39 C43	09/19/23	09/18/24	aruiz@letner.com; bids@letner.com	(714) 633-0030	(714) 633-0280	74.8
DASH CONSTRUCTION COMPANY INC	9378	869505	A B C-8 C12 C13 C15 C23 C27 C32 C33 C60 D49	05/24/23	05/23/24	majid8002@yahoo.com	(818) 620-7547	(818) 453-8247	94.1
DELTA 4 ENVIRONMENTAL INC dba ASBESTOS ABATEMENT	822536	1070662	B C21 C22	04/20/24	11/17/24	diana@delta4env.com	(562) 484-0009		91.1
DIVERSIFIED THERMAL SERVICES INC	11726	609967	B C10 C20 C38	11/08/23	11/07/24	sarahm@dthermal.net	(714) 632-7401	(714) 632-7402	92.5
EAGLE CONTRACTING INC	111243	970089	B C21 C22 ASB HAZ	05/12/23	05/11/25	reyr@eaglecontractinginc.net	(562) 249-8131	(562) 381-8131	78.9
EBERHARD	1807	329087	B C20 C22 C39 C43 ASB	02/19/24	02/18/25	dstefko@eberhardco.com	(818) 782-4604	(818) 782-5099	78.5
EBERHARD A TECTA AMERICA COMPANY LLC	822824	1114949	B C20 C39 C43	04/17/24	04/16/25	dstefko@eberhardco.com	(818) 782-4604	(818) 782-5099	86.3
ECO ENERGY SOLUTIONS INC dba HIGH VOLT ELECTRIC	822147	963370	A B C10	01/24/24	01/23/25	karo@highvoltelectric.com	(818) 993-3732	(818) 422-8117	81.3
EDESSA CONSTRUCTION INC	7514	800285	A B C10 C33 D06	08/26/23	08/25/24	torog.edessa@gmail.com	(714) 287-6296	(714) 844-2703	75.9
ELECTRIC SERVICE & SUPPLY CO OF PASADENA (ESSCO)	1383	169577	B C10	12/15/23	12/14/24	stan@esscoelectric.com	(626) 795-8641	(626) 795-9197	98.9
ELECTRO CONSTRUCTION CORP	1741	95881	B C10	09/01/23	08/31/24	kim@electroconstruction.com	(323) 660-4141	(323) 660-6211	92.5
EMPIRE FLOOR COVERING INC	4372	724122	C15	02/03/24	02/02/25	ron@empirefloorcovering.com	(909) 948-0089	(909) 945-2409	97.3

Los Angeles Unified School District Procurement Services Division

ALBERTO M. CARVALHO
Superintendent

KARLA ESTRADA
Deputy Superintendent of Instruction

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations



DAVID D. HART
Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

CHRIS MOUNT
Chief Procurement Officer

February 1, 2024

SENT VIA EMAIL:
David.ngo@onec1.com

ConvergeOne, Inc.

Attn: David Ngo
10900 Nesbitt Avenue South
Bloomington, MN 55437

FCC VENDOR #:
822797

Re: NOTICE OF PRIME CONTRACTOR PREQUALIFICATION APPROVAL

Dear Mr. Ngo:

Thank you for submitting your firm's prequalification questionnaire in order to bid on formal, competitively bid projects for the Los Angeles Unified School District. After reviewing your submittals, your firm has been approved to bid on projects with a rating of:

\$5,000,000

The effective date of your prequalification is **February 2, 2024** with an expiration date of **February 1, 2025**.

Your firm is also approved to perform work as a Mechanical, Electrical, and/or Plumbing subcontractor under the following classification(s):

C-7 Low Voltage Systems Contractor

C-10 Electrical Contractor

Your firm is not required to complete a separate Subcontractor Prequalification Questionnaire, nor will your firm be restricted to the Prime Contractor Prequalification bid limit if you are performing work as a subcontractor.

Please note that it is your firm's responsibility to keep your prequalification current and to reapply at least thirty (30) business days before the expiration date as indicated above so that your prequalification status does not lapse.

The rating is the maximum per project dollar limit to which your firm is pre-qualified to submit bids, providing your firm has the proper type of California contractor's license for that specific project, and meets all requirements for that rating. The number of such projects your firm can be awarded is without limitation governed by your firm's bonding capacity. Request to increase your firm's bid rating must be submitted and approved by the District at least one week prior to a bid opening and MUST NOT BE INCLUDED in a sealed bid envelope.

Small Business Enterprise (SBE) Certification

Pursuant to Public Contract Code Section 2002, the SBE Policy of the Los Angeles Unified School District Board of Education includes a bid preference provision for Certified SBE contractors and Micro-businesses on low bid construction contracts valued up to one million dollars (\$1,000,000). The preference for Certified SBE is three percent (3%) of the responsive, responsible bid. The preference for Certified Micro-businesses is five percent (5%)

of the responsive, responsible bid. This preference is used only to determine the winning bid and does not change the actual bid or contract award amount. Eligible bidders seeking this preference must include a copy of their current and valid SBE or Micro-business certificate with each bid submittal.

Only SBE Certification from LAUSD or one of the agencies listed below will be accepted at the time of bid submittal. However, if certification from one of the agencies below is provided, bidder must also submit an LAUSD SBE Certificate prior to the issuance of a Notice of Intent to Award (NOIA). To obtain LAUSD SBE Certification vendors must register and apply online using the online Supplier Self-Registration. To get certified, you must have an LAUSD SAP Vendor Number (starts with “1” and is 10 digits long). If you have an LAUSD SAP Vendor Number, go to the Supplier Portal and log in to your existing vendor profile to get LAUSD SBE certified at <https://vendors.lausd.net/irj/portal>.

If you do not have an LAUSD SAP Vendor Number, go to the Supplier Self-Registration Portal to obtain an SAP Vendor Number and apply for LAUSD SBE certification at <http://www.laschools.org/new-site/small-business/sbe-certification>.

- State of California – Department of General Services
- Metropolitan Water District of Southern California
- City of Los Angeles
- Los Angeles Metro
- Los Angeles County

If you have any questions regarding your firm’s prequalification status, please contact the Prequalification Unit at (213) 241-2651 or prequalification@laschools.org.

Courtney Pettus
Assistant Contract Administration Manager
Prequalification Unit

c: File



SOMPO INTERNATIONAL

Endurance Assurance Corporation
Endurance American Insurance Company
Lexon Insurance Company
Bond Safeguard Insurance Company

May 23, 2024

Los Angeles Unified School District
333 S. Beadry Avenue
Los Angeles, CA 90017

RE: ConvergeOne, Inc.
RFQ/Bid No. R-24022 for Job Order Contracting Electrical and Low Voltage Contracting Services
Category B

To Whom It May Concern:

The surety for ConvergeOne, Inc. is Lexon Insurance Company and is listed in the Federal Register Circular 570 with Treasury Limits of \$6,163,000.00 and is rated "A+" by A.M. Best.

Lexon Insurance Company has supported bid bonds, as well as performance and payment bonds for ConvergeOne, Inc., with an aggregate program of \$30,000,000.00. 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 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 regards to this letter, do not hesitate to call.

Sincerely,

Hillary D. Shepard
Attorney-in-Fact for Lexon Insurance Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of Arizona)County of Maricopa)On May 23, 2024 before me, Kristin D. Thurber, Notary Public
Date Here Insert Name and Title of the OfficerPersonally appeared Hillary D. Shepard

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Kristin D. Thurber
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

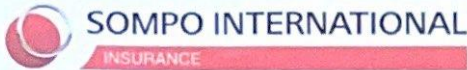
- ☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer Is Representing _____

Signer's Name _____

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

Signer Is Representing _____



POWER OF ATTORNEY

2775

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. Braille, 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
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



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/she is an officer of 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.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 3/9/27



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."

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 23rd day of May, 2024.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

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, terrorist 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. 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.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

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

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Nº 08554

Certificate of Authority

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

Lexon Insurance Company

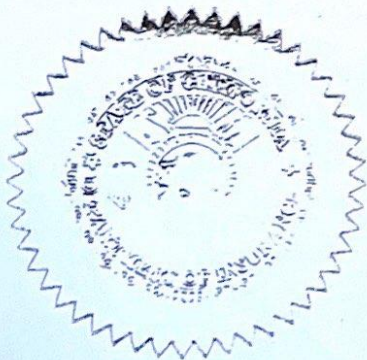
of Texas, organized under the
laws of Texas, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

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 WITNESS WHEREOF, effective as of the 2nd
day of June, 2008, I have hereunto
set my hand and caused my official seal to be affixed this
2nd day of June, 2008.



Steve Poizner
Insurance Commissioner

By


Susan J. Stapp
for Jim Richardson
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.

From: [Thomas, Cheri](#)
To: [Vargas, Xochitl](#); [Pettus, Courtney](#)
Subject: RE: EMR's needed for R-24044 pending contracts
Date: Monday, June 3, 2024 12:56:13 PM
Attachments: [image001.png](#)
[image002.png](#)

Hi Xochitl,

Included below please find the EMRs as requested for the contractors listed.



Procurement Services Division
Facilities Contracts

Cheri L. Thomas
333 South Beaudry Avenue, 28th Floor
Los Angeles, CA 90017
(213) 241-3064 – Cubicle 28-118-01
Email: cheri.l.thomas@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 <xochitl.vargas@lausd.net>
Sent: Monday, June 3, 2024 7:33 AM
To: Pettus, Courtney <courtney.pettus@lausd.net>
Cc: Thomas, Cheri <cheri.l.thomas@lausd.net>
Subject: EMR's needed for R-24044 pending contracts
Importance: High

Hi Courtney,

I need the EMR's for the following contractors to input into their Recommendation to Award (RTA) memos:

Contractor	License#	EMR
Alternate Power & Construction, Inc.	958181	0.86
Reyes Electrical Contractor, Inc.	494277	0.78
First Fire Systems, Inc.	541227	0.88

ConvergeOne, Inc.

861504

0.96

Thank you for help.



Procurement Services Division

Facilities Contracts

Xochitl Vargas

Contract Administration Analyst

333 South Beaudry Avenue, 28th Floor

Los Angeles, CA 90017

(213) 241-3102 – cubicle 28-136-5

Email: xochitl.vargas@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: [Aguilar, Helen](#)
To: [Vargas, Xochitl](#); [Kennedy, Kim](#)
Cc: [Stepanyan, Gayane](#)
Subject: RE: UPDATE: ConvergeOne NOIA
Date: Friday, June 28, 2024 8:38:36 AM
Attachments: [image002.png](#)

Please remove the last school and reduce amount to \$962,000

From: Vargas, Xochitl <xochitl.vargas@lausd.net>
Sent: Friday, June 28, 2024 8:29 AM
To: Aguilar, Helen <helen.aguilar@lausd.net>; Kennedy, Kim <kim.kennedy@lausd.net>
Cc: Stepanyan, Gayane <gayane.stepanyan@lausd.net>
Subject: RE: UPDATE: ConvergeOne NOIA
Importance: High

Hi Helen,

For PA projects contract, I realized that C1 does NOT have a Due Diligence on file. We need to reduce the amount of \$1,036,000 under \$1,000,000.

Please respond via this email what is new amount.



Xochitl Vargas
Contract Administration Analyst
333 South Beaudry Avenue, 28th Floor
Los Angeles, CA 90017
(213) 241-3102 – cubicle 28-136-5
Email: xochitl.vargas@lausd.net

From: Aguilar, Helen <helen.aguilar@lausd.net>
Sent: Thursday, June 27, 2024 1:49 PM
To: Vargas, Xochitl <xochitl.vargas@lausd.net>; Kennedy, Kim <kim.kennedy@lausd.net>
Cc: Stepanyan, Gayane <gayane.stepanyan@lausd.net>
Subject: RE: UPDATE: ConvergeOne NOIA

Hi Xochitl,

These are the sites that are currently assigned to C1.

PA ~~\$1,036,000~~

Loc Code	Site Name
-------------	-----------

7699	WESTMINSTER EL
6658	McKinley ES
8943	WESM HLTH/SPORTS MED (WESTCHESTER SH)
3890	FLORENCE EL
2383	ESPERANZA EL
2385	GRATTS LA
2369	RFK AMBSDR GLBL EDU (RFK COMM SCHS)
5178	MARVIN EL
2534	BROADWAY EL
5153	ORCHARD ACADEMIES
6868	OBAMA GLOBAL PREP
8921	LEGACY SH STEAM
6867	HARRY BRIDGES SPAN
8606	TORRES ELA PA MAG

IA/CCTV \$500,000

Loc Code	Site Name
5205	MAYBERRY ST EL
8306	OLIVE VISTA MS

From: Vargas, Xochitl <xochitl.vargas@lausd.net>
Sent: Thursday, June 27, 2024 7:38 AM
To: Aguilar, Helen <helen.aguilar@lausd.net>; Kennedy, Kim <kim.kennedy@lausd.net>
Cc: Stepanyan, Gayane <gayane.stepanyan@lausd.net>
Subject: RE: UPDATE: ConvergeOne NOIA
Importance: High

Hi Helen/Kim,

Kim expressed via text that it's not easy with projections for this contractor. I suggest we award ConvergeOne, Inc. the minimum of \$350K to get them started. If more funds are needed later, a list of projects can then be submitted to justify the increase.

Let me know if I should move forward. I need to take action ASAP. Your concurrence or your input is appreciated.



Xochitl Vargas
Contract Administration Analyst
333 South Beaudry Avenue, 28th Floor
Los Angeles, CA 90017
(213) 241-3102 – cubicle 28-136-5
Email: xochitl.vargas@lausd.net

From: Vargas, Xochitl
Sent: Tuesday, June 25, 2024 2:54 PM
To: Aguilar, Helen <helen.aguilar@lausd.net>
Cc: Kennedy, Kim <kim.kennedy@lausd.net>; Stepanyan, Gayane <gayane.stepanyan@lausd.net>
Subject: RE: UPDATE: ConvergeOne NOIA
Importance: High

Friendly Reminder

Please send me projects that will be assigned to this contractor and the initial contract value you want for category A & B.

As soon as I receive your projections I will mail them the NOIA.



Xochitl Vargas
Contract Administration Analyst
333 South Beaudry Avenue, 28th Floor
Los Angeles, CA 90017
(213) 241-3102 – cubicle 28-136-5
Email: xochitl.vargas@lausd.net

From: Vargas, Xochitl
Sent: Monday, June 24, 2024 7:46 AM
To: Aguilar, Helen <helen.aguilar@lausd.net>
Cc: Kennedy, Kim <kim.kennedy@lausd.net>; Stepanyan, Gayane <gayane.stepanyan@lausd.net>
Subject: RE: UPDATE: ConvergeOne NOIA
Importance: High

Here is the PQ letter, they are approved up to \$5M.



Xochitl Vargas
Contract Administration Analyst
333 South Beaudry Avenue, 28th Floor
Los Angeles, CA 90017
(213) 241-3102 – cubicle 28-136-5
Email: xochitl.vargas@lausd.net

From: Vargas, Xochitl

Sent: Friday, June 21, 2024 3:23 PM

To: Aguilar, Helen <helen.aguilar@lausd.net>

Cc: Kennedy, Kim <kim.kennedy@lausd.net>; Stepanyan, Gayane <gayane.stepanyan@lausd.net>

Subject: UPDATE: ConvergeOne NOIA

Importance: High

Hi Helen,

The prequalification unit has given the green light to move forward with the Notice of Intent to Award (NOIA) to [ConvergeOne, Inc.](#)

Please send me projects that will be assigned to this contractor and the initial contract value you want for category A & B.

As soon as I receive your projections I will mail them the NOIA.



Procurement Services Division

Facilities Contracts

Xochitl Vargas

Contract Administration Analyst

333 South Beaudry Avenue, 28th Floor

Los Angeles, CA 90017

(213) 241-3102 – cubicle 28-136-5

Email: xochitl.vargas@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.