

PURCHASE REQUEST #(s):



**MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 CARLOTTA DRIVE, CONCORD, CA 94519**

**INCORPORATING SOURCEWELL JOINT POWERS AUTHORITY
CONTRACT WITH WESCO DISTRIBUTION, INC.**

This Agreement (“Agreement”) is entered into on **January 9, 2025**, by and between the **Mt. Diablo Unified School District** (“District”) and **WESCO Distribution, Inc., and its wholly-owned subsidiary Anixter Inc.** (“Vendor”) (collectively referred to as the “Parties” and individually as a “Party”) through a master agreement procured by Sourcewell, formerly known as the National Joint Powers Alliance or NJPA (“Sourcewell”) **Contract #091422-WES** as follows:

RECITALS

WHEREAS, the District wishes to purchase door-related supplies and equipment (the “Products”) from Vendor in a cost-effective manner for the District’s Maintenance & Operations and Technology Departments (“Site”);

WHEREAS, California Government Code § 6500 *et seq.*, inclusive of § 6502, provides that two or more public agencies, if authorized by their legislative or other governing bodies, may jointly exercise any power common to them by forming a Joint Powers Association (“JPA”), even though one or more of the JPA members may be located outside the State of California;

WHEREAS, California Government Code § 6502 provides that it shall not be necessary that any common power be exercisable with respect to the geographical area in which such power is to be jointly exercised;

WHEREAS, Sourcewell is a public agency that operates under the legislative authority of the Minnesota State Legislature’s Service Cooperative Statute that follows procurement procedures for products and services in accordance with Minnesota Uniform Municipal Contracting Law, Minnesota Statute § 471.345, and is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23) to serve all government, education, and non-profit agencies nationally;

WHEREAS, the District is a participating public agency member of Sourcewell;

WHEREAS, the District and Sourcewell have the common power to contract;

WHEREAS, on or about July 27, 2022, Sourcewell, on behalf of all participating public agencies, published its Request for Proposal for Facility MRO [Maintenance, Repair, and Operations], Industrial, and Building-Related Supplies and Equipment, RFP #091422 (the “RFP”) in *The New York State Contract Reporter*, *Oregon’s Daily Journal of Commerce*, *The Oklahoman*, South Carolina’s *The State*, *USA Today*, *Alberta Purchasing Connection* (Canada), the Sourcewell (f/k/a NJPA) website;

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WHEREAS, WESCO Distribution, Inc. (“Company”) submitted a proposal to the RFP offering a broad selection of building maintenance and repair equipment, accessories, and services with related equipment and supplies (“Company’s Proposal”);

WHEREAS, Sourcewell’s Board of Directors voted to award Company a contract (Sourcewell Contract Number #091422-WES) under the RFP at its Regular Meeting on November 15, 2022, with an effective start date of November 10, 2022, and an expiration date of November 8, 2026. Company’s Proposal and the Board Resolutions issued by Sourcewell are attached as **Exhibit “A,”** which documents are incorporated herein in their entirety by this reference (“JPA Contract”);

WHEREAS, the District, pursuant to California Government Code § 6500 *et seq.* of the, desires to utilize the JPA Contract for purchase of the Products;

WHEREAS, Company utilizes independent, authorized representatives, distributors, and dealers, such as Vendor, to coordinate the purchase of the Products; and

WHEREAS, Vendor wishes to provide the District with, and install, the Products in accordance with the terms of the JPA Contract.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

TERMS AND CONDITIONS

1. This Agreement fully incorporates by this reference the following documents:
 - 1.1. The JPA Contract attached hereto as **Exhibit A**, all other documents attached thereto or incorporated therein by reference, including, without limitation, the RFP, and any and all amendments or term extensions to the JPA Contract.
 - 1.2. Vendor’s Purchase Order #250280, dated 2024/25 Open Order, which are attached hereto as **Exhibit B**.
2. To the extent any term or condition of this Agreement is inconsistent with the JPA Contract, the JPA Contract shall control, except for the Scope of Work, delivery, payment, venue, jurisdiction, termination for convenience, prevailing wage, term, or other provisions required by California law, in which case this Agreement shall control over all other contradictory provisions in the JPA Contract.
3. Vendor agrees to sell and supply and deliver to all Products and perform and complete the Scope of Work at the Site as further described in **Exhibit B** attached hereto and pursuant to this Agreement. The Project is the Scope of Work completed at the Site.
4. **Term and Termination:** The contract term shall commence on or about July 1, 2024, and shall terminate on June 30, 2025, unless terminated earlier.

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5. **Pricing Acknowledgment and Certification.** Vendor hereby acknowledges and certifies that the Products identified in **Exhibit B** are available under the JPA Contract and the prices under **Exhibit C** are equal to or less than those offered under the JPA Contract.
6. **Compensation.** The not-to-exceed purchase price for the Products, shall be **five hundred fifteen thousand five hundred and 00/100 Dollars (\$515,500.00)** (the "Contract Price"), as more specifically identified in **Exhibit B**. The Contract Price consists of the cost of all fully-installed Products at the Site, including, without limitation, shipping, taxes, and all Work according to **Exhibit B**.
7. **Payment.** On a monthly basis, Vendor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Agreement as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of invoice.
8. **Claims. Termination for Convenience.** In addition to the termination rights of the Parties set forth in the JPA Contract, District shall have the right to terminate this Agreement for convenience and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice, addressed as set forth in the JPA Contract, by District shall be sufficient to stop further performance of services by Vendor. Notice shall be deemed given when received by Vendor or no later than three (3) days after the date of mailing, whichever is sooner. Notwithstanding any provision to the contrary, this Termination for Convenience provision shall control over any contradictory provision in the JPA Contract.
9. **Availability of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation:** This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and approval and appropriation of funds for this Agreement. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated or stated in any approved amendment. If funds are appropriated for only a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the period for which funds are appropriated. Vendor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.
10. **Disallowance:** If Vendor claims or receives payment from the District for a service that is later disallowed by the United States Government, State of California or any other grantors, Vendor shall promptly refund the disallowed amount to the District upon the District's request. At its option, the District may offset the amount disallowed from any payment due or that may become due to the Vendor under this Agreement. By executing this Agreement, Vendor certifies that Vendor is not suspended, debarred or otherwise excluded from participation in federal, state or local governmental programs. Vendor acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.
11. **Submitting False Claims; Monetary Penalties:** Pursuant to Government Code §§ 12650 *et seq.*, any person, including a contractor, subcontractor or Vendor, who submits a false claim,

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shall be liable to the District for three times the amount of damages which the District sustains because of the false claim.

12. Proprietary Information Of District; Student Information: Vendor understands and agrees that, in connection with this Agreement, the Vendor may have access to proprietary and confidential information, which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. Vendor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Vendor to civil liability. Consequently, Vendor certifies that all information disclosed by the District to the Vendor or in which such information is collected or received by Vendor on District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Vendor shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care. Confidentiality provisions shall survive termination of this Agreement.

13. Indemnification: Vendor shall indemnify and hold harmless the District, its Board, officers, employees and agents from, and, if requested, shall defend them against any and all claims, demands, liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively "claim"), whether actual or alleged, arising directly or indirectly from or in any way connected with the performance of this Agreement by Vendor and/or Vendor's agents, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with the criminal background check requirements of Education Code § 45125.1 and/or disclosure of confidential information which might be obtained by Vendor or Vendor's agents in the performance of this Agreement. Notwithstanding the foregoing, Vendor shall have no obligation under this Section with respect to any claim that is caused by the active negligence or willful misconduct of District and which is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Vendor or Vendor's agents.

14. Applicable Laws: Vendor shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time, including but not limited to:

14.1. Vendor has the responsibility to know, and comply with, all requirements of California law pertaining to Conflicts of Financial Interest in contracting with public agencies. Vendor certifies that it has read, understood and will comply with conflict of interest laws and regulations, set-forth in Board Rule and Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270 / Conflict of Interest.

14.2. The District is committed to providing equal opportunity for all individuals in education. Vendor understands and agrees that in providing products/services to the

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District, it is Vendor's obligation to comply with Board Policy 0410 / Nondiscrimination in District Programs and Activities.

- 14.3. Vendor acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, must be similarly accessible to the general public regardless of disabilities.
- 14.4. Vendor's employees, agents or volunteers who will have no contact or will have limited contact and will not interact with District students outside of the supervision and control of student's parents or District staff, are not required to meet criminal background check and subsequent arrest notification requirements under California Education Code § 45125.1. Vendor certifies that Vendor and its employees shall not have limited or frequent or prolonged contact with District students and will not interact with District students outside of the supervision and control of student's parents or District staff in the performance of the Agreement.

15. Independent Contractor: Vendor or any agent or employee of Vendor shall be deemed at all times to be an independent contractor and not an employee of the District. Vendor shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Vendor or its agents and employees. Any terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of Vendor's work only, and not as the means by which such a result is obtained. The District does not retain the right to control the means or the method by which Vendor performs work under this Agreement. If any governmental authority should, nevertheless, determine that Contractor is an employee, then the District's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Vendor and to the applicable governmental authority does not exceed the maximum amount specified in this Agreement. Vendor shall refund any amounts necessary to effect such reduction.

16. LIABILITY OF DISTRICT: DISTRICT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT PROVIDED TO CONTRACTOR UNDER THIS AGREEMENT. DISTRICT SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, IN CONNECTION WITH THIS AGREEMENT.

17. Miscellaneous Provisions.

- 17.1. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one Party or the other.
- 17.2. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire Agreement

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between District and Vendor and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

- 17.3. This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Agreement shall be commenced and maintained in Contra Costa County, California. Notwithstanding any provision to the contrary, this venue and jurisdiction provision shall control over any contradictory provision in the JPA Contract.
- 17.4. The Parties agree to execute all such other documents and to take all such other actions as may be reasonably necessary to effect and carry out the purposes of this Agreement.
- 17.5. This Agreement may be executed in several counterparts. Signature of copies and facsimile or electronic versions of this Agreement shall have the same force and effect as signature of the original.
- 17.6. The Parties acknowledge that this Contract is only binding once it is approved by the District's Governing Board.
- 17.7. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

[SIGNATURES ON FOLLOWING PAGE]

PURCHASE REQUEST #(s):

ACCEPTED AND AGREED, and signed on the dates indicated below:

WESCO Distribution, Inc., and its wholly-owned subsidiary Anixter Inc.

APPROVED

By: Justin Webb

DATE:

10JAN25

MT DIABLO UNIFIED SCHOOL DISTRICT

APPROVED:

By: Adrian Vargas

ADRIAN VARGAS, CHIEF OF BUSINESS SERVICES

DATE:

1/13/2025

RECOMMENDED:

By: Melanie Koslow

MELANIE KOSLOW, EX. DIR. OF MO&F

DATE:

1/14/2025

RECOMMENDED:

By: Robert Sidford

ROBERT SIDFORD, INFORMATION TECHNOLOGY DIR.

DATE:

1/14/25

REVIEWED:

By: Elizabeth McClanahan

ELIZABETH McCLANAHAN, DIR. OF PURCHASING

DATE:

PURCHASE REQUEST #(s):

ACCEPTED AND AGREED, and signed on the dates indicated below:

WESCO Distribution, Inc., and its wholly-owned subsidiary Anixter Inc.

APPROVED

BY: Justin Webb

DATE:

10JAN25

MT DIABLO UNIFIED SCHOOL DISTRICT

APPROVED:

BY:

ADRIAN VARGAS, CHIEF OF BUSINESS SERVICES

DATE:

RECOMMENDED:

BY:

MELANIE KOSLOW, EX. DIR. OF MO&F

DATE:

RECOMMENDED:

BY:

ROBERT SIDFORD, INFORMATION TECHNOLOGY DIR.

DATE:

REVIEWED:

BY:

Elizabeth McClanahan
ELIZABETH McCLANAHAN, DIR. OF PURCHASING

DATE:

Jan 10, 2025

PURCHASE REQUEST #(s):

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

Date: 10JAN25

Proper Name of Vendor: Wesco Inc.

Signature: *Justin Webb*

Print Name: Justin Webb

Print Title: Regional Vice President - CSS Southwest

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Agreement.)

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CRIMINAL BACKGROUND INVESTIGATION
/FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the District that I am a representative of the Vendor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Vendor.

Vendor certifies that it has taken at least one of the following actions (check all that apply):

- Pursuant to Education Code section 45125.2(a), Vendor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Vendor 's employees, subcontractors or suppliers and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2(a), Vendor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Vendor who the California Department of Justice (“DOJ”) has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Vendor's and its subcontractors' or suppliers' employees is:

Name: Justin Webb

Title: Regional Vice President - CSS Southwest

NOTE: If Vendor is a sole proprietor, and elects the above option, Vendor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Vendor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Vendor under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Vendor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Vendor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Vendor under the Contract.

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- The Vendor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Vendor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Vendor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Vendor 's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

- The Vendor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Vendor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Vendor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

Vendor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Vendor.

[CONTINUED ON NEXT PAGE]

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ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

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Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: 10JAN25

Proper Name of Vendor: Wesco Inc.

Signature: *Justin Webb*

Print Name: Justin Webb

Title: Regional Vice President - CSS Southwest

PURCHASE REQUEST #(s):

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Vendor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Vendor's work on the Project for District.

Vendor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Vendor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Vendor's expense at no additional cost to the District.

Vendor has read and understood the document Hazardous Materials Procedures & Requirements and shall comply with all the provisions outlined therein.

Date: 10JAN25

Name of Vendor: Wesco Inc.

Signature: *Justin Webb*

Print Name: Justin Webb

Print Title: Regional Vice President - CSS Southwest

PURCHASE REQUEST #(s):

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Equipment Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because Vendor and its employees will be providing services for the District, and because Vendor's work may disturb lead-containing building materials, **VENDOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that Vendor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (Including Title 8, California Code of Regulations, Section 1532.1). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. Vendor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of Vendor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Vendor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, Vendor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of Vendor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of Vendor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to

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issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND VENDOR.

Date: 10JAN25

Name of Vendor: Wesco Inc.

Signature: *Justin Webb*

Print Name: Justin Webb

Print Title: Regional Vice President - CSS Southwest

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OFF-ROAD DIESEL-FUELED FLEET CERTIFICATION

Title 13 CCR sections 2449, 2449.1, and 2449.2, in compliance with Government Code sections 11346.2, subdivision (a)(3), and 11346.8, subdivision (c), applies to construction contractors who own or operate within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road.

Section 2449(i), in relevant part, provides:

- (1) For a project involving the use of vehicles subject to this regulation, the prime contractor must obtain copies of the valid Certificate of Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.
- (2) No prime contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.
- (3) The Certificates of Reported Compliance received by the prime contractor for a project must be retained for three (3) years after that project's completion. Upon request by California Air Resources Board ("CARB"), these records must be provided to CARB within five (5) business days of the request.
- (4) Situations in which prime contractors or public works awarding bodies, as applicable, are contracting for projects that are considered emergency operations, as defined in section 2449(c)(18), are exempt from the requirements in section 2449(i)(1)-(3), but must still retain records verifying vehicles subject to the regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

Section 2449(j), in relevant part, also states:

- (1) Between March 1 and June 1 of each year, a prime contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement.

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- (2) Prime contractors shall only allow fleets with valid Certificates of Reported Compliance on the prime contractor's job sites.
- (3) If the prime contractor discovers that any fleet intending to operate vehicles subject to this regulation for the prime contractor does not have a valid Certificate of Reported Compliance, as defined in section 2449(n), or if the prime contractor observes any noncompliant vehicles subject to the regulation on the prime contractor's job site, then the prime contractor must report specified information regarding the fleet to CARB within five (5) business days of such discovery.
- (4) Upon request by CARB, the prime contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for the prime contractor.
- (5) The prime contractor shall prominently display signage for any project where vehicles subject to this regulation will operate for eight (8) calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. The signage must include specified information regarding idling regulations for In-Use Off-Road Diesel-Fueled Fleets with directions on how to report observed noncompliance of the provided regulations to CARB.

I am aware of the provisions of Title 13 CCR sections 2449, 2449.1, and 2449.2, which apply to every contractor who owns or operates off-road diesel fleet vehicles in California, and I will comply with such provisions, including providing Certificate(s) of Reported Compliance for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, with its bid.

Date: 10JAN25

Proper Name of Vendor: Wesco Inc.

Signature: *Justin Webb*

Print Name: Justin Webb

Title: Regional Vice President - CSS Southwest

Vendor must attach valid Certificate(s) Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets provided by CARB for the fleet selected for the contract and their listed subcontractors, if applicable, to this form.

END OF DOCUMENT

PURCHASE REQUEST #(s):

EXHIBIT A

SOURCEWELL CONTRACT # 091422-WES

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PURCHASE REQUEST #(s):

EXHIBIT B

MDUSD/WESCO-Anixter Purchase Order(s)

Mt. Diablo USD is looking to increase our Maintenance and Operations Department's Open Purchase Order #250280 up to \$300,000 to \$415,500.

Mt. Diablo USD is looking to reserve an additional \$100,000 for possible orders from the Information and Technology Department.

Both requests needed to support the multiple upgrade and maintenance projects at the District. They will be for product only.

PURCHASE REQUEST #(s):

EXHIBIT C

WESCO Sourcewell Contract #091422-WES Pricing-Sheet

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