



CONTRACT REQUIREMENTS

CIESC considers this request for proposals legally binding and will require that resulting vendors' proposals be incorporated by reference into any subsequent contracts or purchase orders between the vendor and the individual participating entities. It should be understood by the vendors that this means the individual participating entities expect the vendors to satisfy substantially all of the requirements listed herein.

Due to the National scope the awarded Distributor may be required to acknowledge additional Terms and Conditions of the participating organization.

Minimally, the contract or purchase orders MUST contain the following language and respective components:

1. Applicable and Governing Law Clause

The agreement shall be subject to all laws of the Federal Government of the United States of America and to the laws of the State of Indiana. All duties of either party shall be legally performable in Indiana. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Indiana.

2. General Indemnification

The vendor agrees to indemnify, defend and hold harmless CIESC, ESC of I, and other participating entities, successors, assigns, employees and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of (i) the negligent acts or willful misconduct of the respondent and/or its officers, directors and employees, agents or subcontractors; (ii) any breach of the terms of this agreement by the respondent; (iii) any violation of applicable State and/or Federal law, regulation, or requirement; or (iv) any breach of any representation or warranty by the respondent under this agreement. The vendor agrees to notify CIESC by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action or proceeding for which it may be entitled to indemnification under this agreement.

3. Entire Agreement Clause

This agreement, including appendices and referenced attachments, constitutes the entire agreement between the parties and superseded all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

4. Notices Clause

All notices or communications required or permitted as a part of this agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

- Actually received, or
- Upon receipt by sender of certified mail, return receipt signed by an employee or agent of the party, or

- If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out or such other address as the party may have designated by notice or agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party.

5. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

6. Force Majeure

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this contract.

7. Non-Collusion Acceptance

By submitting a bid, the person named on the electronic bid form declares that he/she has authority to offer the prices bid and can confirm the following: "I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards." This statement and the Non-Collusion Affidavit form must be included in your submission. This form MUST be notarized to be accepted. Please send the original, signed Non-Collusion Affidavit to:

CIESC
Attn: Kelly Taylor
3500 DePauw Blvd. Suite 2020
Indianapolis, IN 46268

8. Employment Eligibility Verification (E-Verify)

As required by IC § 22-5-1.7, the vendor swears or affirms under the penalties of perjury that the vendor does not knowingly employ an unauthorized alien. The vendor further agrees that:

- The vendor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7. The vendor is not required to participate should the E-Verify program cease to exist. Additionally, the vendor is not required to participate if the vendor is self-employed and does not employ any employees.
- The vendor shall not knowingly employ or contract with an unauthorized alien. The vendor shall not retain an employee or contract with a person that the vendor subsequently learns is an unauthorized alien.
- The vendor shall require his/her/its subcontractors, who perform work under this contract, to certify to the vendor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The vendor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

9. Termination for Convenience

This contract may be terminated, in whole or in part, by CIESC for any reason CIESC determines that such termination is in its best interest. Termination of services shall be affected by delivery to the vendor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The vendor shall be compensated for services properly rendered prior to the effective date of termination. CIESC will not be liable for services performed after the effective date of termination. The vendor shall be compensated for services herein provided but in no case shall total payment made to the vendor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

10. Termination for Default

With the provision of thirty (30) days' notice to the vendor, CIESC may terminate this contract in whole or in part if the vendor fails to:

- Correct or cure any breach of this contract; the time to correct or cure the breach may be extended beyond thirty (30) days if CIESC determines progress is being made and the extension is agreed to by the parties;
- Deliver the supplies or perform the services within the time specified in this contract or any extension;
- Make progress so as to endanger performance of this contract; or
- Perform any of the other provisions of this contract.

If CIESC terminates this contract in whole or in part, it may acquire, under the terms and in the manner CIESC considers appropriate, supplies or services similar to those terminated, and the vendor will be liable to CIESC and participating entities for any excess costs for those supplies or services. However, the vendor shall continue the work not terminated.

CIESC and participating entities shall pay the contract price for completed supplies delivered and services accepted. The vendor and CIESC shall agree on the amount of payment for manufacturing materials delivered

and accepted and for the protection and preservation of the property. CIESC may withhold from these amounts any sum CIESC determines to be necessary to protect CIESC against loss because of outstanding liens or claims of former lien holders.

11. Fair and Open Competition

This solicitation is intended to promote fair and open competition. If the language, specifications, terms, and conditions or any combination thereof restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested vendor to notify Kelly Taylor, Director of Cooperative Programs, CIESC in writing, at ktaylor@ciesc.org so as to be received within five (5) business days after the date the solicitation is issued by CIESC. The solicitation may or may not be changed, but a review of such notification will be made prior to the award of contract.

12. Historically Underutilized Business (HUB) Statement

It is the intent of the CIESC to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms. CIESC's contractors, suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remains the ultimate determining factor in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with CIESC shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity in the procurement process.

13. Supplier Diversity-Minority and Women's Business Enterprises (M/WBE)

It is the policy of the CIESC through its Supplier Diversity Initiative to increase business opportunities for Minority and Women's Business Enterprises (M/WBEs) (7CFR3016.36(e)). Our commitment is to maximize M/WBE participation through the development of mutually beneficial business relationships with these enterprises. Proposals that have been certified as Targeted Small Business (TSB) Program are required to indicate their TSB status when responding to the RFP.

14. Tax Exemption

All purchases made by Indiana public school districts and other participating entities are exempt from all state and federal taxes. Exemption certificates will be provided upon request by each entity.

15. Evidence of Insurance

The respondent agrees to maintain at no additional cost to CIESC the following insurances until the termination of services under this Agreement:

- Workers' compensation coverage that meets or exceeds legal requirements;
- Professional liability insurance coverage with minimum limits of \$1,000,000.00; and
- A minimum Commercial General Liability limit of \$1,000,000.00.

With respect to any of the insurance policies provided by the respondent pursuant to this agreement which are "claims made" policies, in the event at any time any such policies are cancelled or not renewed, the respondent shall provide a substitute insurance policy(ies) with terms and conditions and in amounts which comply with the terms of this agreement and which provides for retroactive coverage to the date of cancellation or nonrenewal to fill any gaps in coverage which may exist due to the cancellation or nonrenewal

of the prior “claims made” policy(ies). With respect to all “claims made” policies, which are renewed, the respondent shall provide coverage retroactive to the date of commencement of work under this agreement. Prior to the commencement of performance of this agreement, firm shall furnish to CIESC a certificate of liability insurance evidencing all required coverage in at least the limits required herein naming the CIESC as additional insured under the Comprehensive Liability Coverage and providing that no policies may be cancelled without ten (10) days advance written notice to CIESC. Such a certificate shall be issued to the CIESC Food Procurement Department. Said policies shall remain in full force and effect until the expiration of the terms of the firm or until completion of all duties to be performed hereunder by the firm, whichever shall occur later.

FEDERAL CONTRACT PROVISIONS

Purchases made using funds under a federal grant or contract specific federal laws and requirements may apply in addition to state requirements. This includes but is not limited to the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200. Vendors submitting proposals must complete and include the certification form indicating their willingness and ability to comply with these requirements.

1. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by districts, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that the vendor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Indiana or any agency of the Federal government or as defined in the Federal Acquisition Regulation. Vendor will immediately notify CIESC if the vendor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity. By signing this agreement, the bidder is testifying that they are not debarred, suspended, or has any ineligible or voluntary exclusion with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified on the SAM.GOV Website.

2. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order 11246.

3. Davis Bacon Act

Under this Act, vendors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, vendors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall

be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. Copeland “Anti-Kickback” Act

The contract must include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, the vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, vendors are required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air and Water Statement

Compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Vendor certifies that none of the facilities it uses to produce goods provided under the contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or

employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Per CFR 7.3018 - A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over.

9. Solid Waste Disposal Act

A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. Energy Policy and Conservation Act

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

11. Record Retention

Compliance with 2 CFR 200.334 with mandatory standards and policies relating to retention requirements. Financial records and supporting documentation in accordance with generally accepted accounting principles and procedures which sufficiently and properly document and calculate all charges billed to the participating entities throughout the term of the contract for a period of at least three years from the date of final payment or completion of any required audit, whichever is later.

12. Termination for Cause or Convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

13. Buy American Act

Offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Vendor Acknowledgement of Contract Terms

Vendor Certification	Vendor Initial if AGREE to terms
1. Debarment and Suspension	LG
2. Equal Employment Opportunity	LG
3. Davis Bacon Act	LG
4. Copeland "Anti-Kickback" Act	LG
5. Contract Work Hours and Safety Standards Act	LG
6. Right to Inventions Made Under a Contract or Agreement	LG
7. Clean Air and Water Act	LG
8. Byrd Anti-Lobbying Amendment	LG
9. Solid Waste Disposal Act	LG
10. Energy Policy & Conservation Act	LG
11. Record Retention	LG
12. Termination for Cause or Convenience	LG
13. Buy American Act	LG
14. Supplier Administration Agreement	LG

Yondr, Inc. _____

Laura Gallant _____

Name of Company

Printed Name of Authorized Representative

9/2/2025 _____

Signed by:

153EF8774E22479...

Date

Signature of Authorized Representative



PROPOSAL SIGNATURE PAGE

By signing below, I agree:

Pursuant to the notices given, the undersigned offers a bid to the Governing Board of the Central Indiana Educational Service Center in accordance with the requirements stated herein. **Determination of award will be based upon factors stated herein and judgment of the bids best meeting the requirements of the program.** Any changes or alterations in the specified items or failure to respond to any requirement may lead to the rejection of the bid. The respondent understands that this bid is a legal commitment of pricing and terms, and that such pricing may only be withdrawn with the written approval of the CIESC. Failure to honor pricing, terms and conditions as proposed may result in CIESC pursuing all appropriate action, including action against the bid surety and/or prohibition of future business with the CIESC. Bids are to be provided on the bid response forms provided (or utilizing the same format)

Acceptance of any response will be based on the assumption that the respondent fully understands the specifications and conditions and accepts them without reservation.

I agree by signing below that I am authorized to bind the proposing organization to all commitments made herein, and if selected, agree to provide **"Mobile Device Management"** as specified.



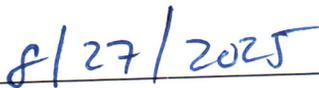
Signature

CFO

Title

Yondr, Inc.

Company Name



Date

NON-COLLUSION AFFIDAVIT



STATE OF California)
)
Los Angeles COUNTY)

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Yondr, Inc.

Offeror (Firm)

Vanessa Gallant

Signature of Offeror or Agent

Subscribed and sworn to before me this 27th day of August, 2025

My Commission Expires: Sep. 30, 2025 Vanessa R. Cox

Notary Public

County of Residence Los Angeles



Source: IC 5-22-16-6

E-Verify Program

The Indiana General Assembly in 2011 adopted Indiana Code 22-5-1.7-11. This statute requires the Central Indiana Educational Service Center to obtain from its vendors certification that the vendor does not knowingly employ an unauthorized alien and it participates in the E-verify program. As part of your proposal response, please read the declaration below, then sign and return it with your response. This must be included in your bid response to be considered a responsible and responsive bidder.

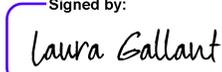
Declaration

1. I have reviewed Ind. Code 22-5-1.7 sections 11 through 13 and have sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.
2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly, it has not relied on the Governmental Entity’s advice or counsel in complying with the legal requirements addressed in this Declaration.
3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity.
4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.
5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity’s contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.
6. As an authorized agent of the Business Entity, I acknowledge that Ind. Code 22-5-1.7-13 requires that the Business Entity’s compliance with the terms of this Declaration be incorporated into the Business Entity’s contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its contract for services with the Governmental Entity within the thirty (30) day period prescribed in Ind. Code 22-5-1.7-12(b), violation of this term of that contract for services requires termination of that contract and that the Business Entity is liable to the Governmental Entity for actual damages.

I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true.

Business Entity Name: Yondr, Inc. Date: 9/2/2025

Agent’s Printed Name: Laura Gallant

Signed by:

 Agent’s Signature: 153EF6774E22479

Debarment and Suspension Statement

CERTIFICATION THAT CONTRACTOR, ITS PRINCIPALS OR SUB-RECIPIENTS ARE NOT SUSPENDED OR DEBARRED FROM DOING BUSINESS WITH THE FEDERAL GOVERNMENT

By signing below, respondent certifies that the responding contractor, its principals and/or sub-recipients are not suspended or debarred by the Federal Government, nor is any known suspension or debarment procedure pending. Contractor agrees to notify CIESC in writing of any suspension or debarment, or potential suspension or debarment proceeding. Failure to report any suspension or debarment, or any potential suspension or debarment will be sufficient cause to terminate this contract and report such termination to Federal Authorities. The contractor representative certifies that he/she has the authorization to make such certification and to bind the contractor to all representations herein.

Yondr, Inc.

Respondent's Company

M5DMRJ7FNYP5

Respondent's Company Unique Entity ID

Laura Gallant

Respondent's Printed Name

CFO

Respondent's Printed Title

Signed by:

Laura Gallant

153EF6774E22479...

9/2/2025

Respondent's Signature

Date

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Yondr, Inc.

 12503 Venice Blvd.

 Los Angeles, CA 90066

Name/Address of Organization

Laura Gallant, CFO

Name/Title of Submitting Official

Laura Gallant
153EF6774E22479... _____

9/2/2025

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Reporting Entity: different from (last name, first name, middle) (Attach Continuation Sheet(s) SF-LLL-A if necessary) (if individual, last name, first name, middle)	10. b. Individuals Performing Services (including address if No. 10,a.) (Attach Continuation Sheet(s) SF-LLL-A if necessary) (if individual, last name, first name, middle)	
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. Type of payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	

CONTINUATION SHEET SF-LLL-A

Reporting Entity:

N/A

Page ____ of ____

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
1. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
1. If the organization filing the report in item 4 checks "Subawardee", then enters the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
2. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, the Department of Transportation, United States Coast Guard.
3. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
4. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."
5. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
6. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
7. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
8. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
9. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
10. Check all that apply. If other, specify nature.
11. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
16. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
17. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Paperwork Reduction Act Statement

The public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time required for reviewing instructions, searching existing data sources, gathering and maintaining the necessary data, and completing and reviewing the collection of information.

If you have comments regarding this burden estimate or any other aspect of this information collection, including suggestions for reducing the burden, please send them to:

Office of Management and Budget
Paperwork Reduction Project (0348-00046)
Washington, DC 20503

Clean Air and Water Certificate

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

Yondr, Inc.

Name of Distributor

THE COMPANY AGREES AS FOLLOWS:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.

B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.



Signature of Distributor's
Authorized Representative

CFO

Title

9/2/2025

Date

EDGE PUBLIC, LLC

SUPPLIER ADMINISTRATION AGREEMENT

This **SUPPLIER ADMINISTRATION AGREEMENT** ("**Agreement**") is made this ____ day of _____ 20____, (the "**Effective Date**") by and between Edge Public LLC ("**Edge Public**"), a [State] Limited Liability Company with a principal place of business located at _____, and _____ ("**Supplier**"), a [State] [Corporation] with a principal place of business located at _____. Each of Edge Public and Supplier shall be referred to herein as a "**Party**" and together, as the "**Parties**". Capitalized terms used herein that are not otherwise defined shall have the meanings set forth in that certain Master Agreement, as defined below.

WHEREAS, Supplier provides products and/or services eligible for inclusion in those offered for use through Edge Public's commitment to public sector purchasing opportunities and wishes to collaborate with Edge Public to increase the availability of its offerings to eligible public entities.

WHEREAS, Edge Public is a cooperative purchasing organization that serves public agencies and other eligible entities and facilitates the procurement of goods and services through cooperative efforts with suppliers such as Supplier.

WHEREAS, Supplier has entered into a master agreement (the "**Master Agreement**") dated as of _____, with an Agreement No: _____ with _____ (the "**Lead Public Agency**") for the purchase of _____ (the "**Product**"), as per the terms set forth therein and in the copy attached hereto as Exhibit A.

WHEREAS, the Master Agreement allows public, state, local governmental entities, academic institutions, and non-profit agencies ("**Public Agencies**") to purchase the Product at established prices through registration [the Lead Public Agency].

WHEREAS, Edge Public has the desire and ability to market the Master Agreement to Public Agencies on behalf of the Supplier.

WHEREAS, Edge Public and Supplier wish to make the Master Agreement available to Public Agencies and define their relationship's terms.

NOW, THEREFORE, in consideration for the mutual covenants, agreements and other good and valuable consideration, the receipt and sufficiency thereof which are hereby acknowledged by the Parties, Edge Public and the Supplier agree as follows:

- 1) Purpose:** This Agreement sets forth the terms and conditions under which the Parties will collaborate to market opportunities to [eligible] Public Agencies to procure the Product from Supplier by registration with Edge Public and in compliance with the Master Agreement.
- 2) Agreement Term:** This Agreement shall be in effect from the Effective Date stated above, or the following stated date if different: _____, and shall remain in effect for a period of five (5) years (such period the "Initial Term"). If neither Party provides written notice of its intent to terminate this Agreement at least forty-five (45) days' prior to the end of the Initial Term or any Renewal Term (as defined herein), then this Agreement will continue for consecutive one (1) year terms (each, as Renewal Term"). In any event, this Agreement shall terminate immediately upon termination of the Master Agreement.

3) Terms and Conditions:

- i) The Parties agree that unless expressly modified or superseded herein, the terms and conditions of the Master Agreement are incorporated by reference, which the Parties further acknowledges means that, among other provisions contained therein, all Supplier's commitments in the solicitation and its response that resulted in the Master Agreement are integrated herein.
- ii) The Parties further agree that Edge Public shall have all rights, privileges, and indemnifications granted to the Lead Public Agency by the Supplier in the Master Agreement. These rights extend to Edge Public, its employees, officers, directors, owners, managers, agents, and employees, shall include all insurance obligations.

4) Edge Public Responsibilities:

- i) Edge Public shall market the opportunities presented pursuant to the Master Agreement, including by promoting the Product procurement opportunity through various channels, including in person and event-based marketing events in collaboration with Supplier.
- ii) Edge Public shall also monitor the overall compliance with this Agreement to ensure that all activities are being conducted in accordance with the Master Agreement.
- iii) Edge Public shall create an onboarding process for Public Agencies who wish to participate in the offerings under the Master Agreement, based on_____.
- iv) Edge Public shall develop and maintain relationships with:
 - (a) Supplier personnel and learn the scope of the Product and the offerings of Supplier
 - (b) Lead Public Agency to assist in learning the goals, challenges and objectives of such an agency, and the overall goals of the local and regional Public Agencies that may wish to participate in obtaining the Products.
 - (c) Public Agencies to facilitate interest and understanding in participating in the programming made available through the Lead Public Agency and Edge Public.
- v) Edge Public is **not** responsible for:
 - (a) Placement of any actual of any orders by Public Agencies; the Parties acknowledge and agreement that Edge Public is not a dealer nor agent of the Supplier, Lead Public Agency, nor Public Agencies. Edge Public guarantees no minimum purchases.
 - (b) Supplier's performance or lack thereof, under the Master Agreement.

5) Supplier Responsibilities:

- i) Supplier must, from the Effective Date forward, provide marketing support to Edge Public (as is set out in the Solicitation). This support must include :
- ii) Supplier shall also provide technical support and training to Edge Public personnel to assist in Edge Public understanding and marketing capabilities with respect to the Products and the programming under which such are offered by Supplier.
- iii) Supplier shall provide feedback on no less than a monthly basis, regarding how the processes and procedures implemented by Edge Public are performing.
- iv) Supplier must adhere to the terms conditions and performance criteria of the Master Agreement and perform at or above expectation for all customers serviced under the terms of this Agreement and the Master Agreement, including but not limited to any volume commitments made by Supplier, fill rates and on time delivery terms.
- v) Supplier shall provide any training needed to Public Agencies who participate in the Master Agreement.

- vi) Supplier must maintain all necessary certifications, licenses and registrations and file all necessary materials to remain in good standing within the industry and for the Products which it supplies.
- vii) Supplier shall operate its business in compliance with all applicable laws, regulations and ordinances, and take all steps necessary to remain in good standing in the jurisdictions in which it operates.
- viii) Supplier shall manage all orders, and monitor all sales, deliveries, rejections and returns. Supplier agrees and acknowledges that all such activities are its responsibility (including if it subtracts any portion thereof to third parties for completion), and not that of Edge Public.
- ix) Supplier shall be responsible invoicing and collections on sales of the Products and the accrual of the Admin Fee (as defined below). Such Admin Fee shall be remitted to Edge Public on a monthly basis, within thirty days of the end of the previous month and shall be accompanied by a report detailing how the quarterly Admin Fee payment has been calculated.

6) Mutual Responsibilities:

- i) Edge Public and Supplier will promote the Master Agreement to Public Agencies and will require that such Public Agencies complete all onboarding processes required by Edge Public including submission of any participation onboarding documentation prior to having access to the procurement opportunities made available under the Master Agreement.
- ii) Branding and Logos: Each Party hereby grants the other a non-exclusive, non-transferable license to use its logos, trademarks, and brand names solely in connection with the joint marketing efforts outlined in this Agreement. The usage of any brand asset must comply with the other Party's branding guidelines.
- iii) The Parties will create joint advertisements, webinars or other presentations to promote the Master Agreement to the target audience. All such materials will be jointly approved by the Parties.
- iv) Edge Public and Supplier will work together to devise new directions in which to promote Suppliers products or services.

7) Edge Public Administrative Fee: Edge Public shall receive an administrative fee of ___% of all purchases made by Public Entities under the Master Agreement (the "Admin Fee").

8) Termination; Effect of Termination:

- i) **Termination:** Either Party may terminate this Agreement in the event of a material breach by the other party, subject to the cure provisions set forth herein. A "material breach" shall be defined as a failure to perform an essential obligation under this Agreement, which includes but is not limited to the following:
 - (a) Failure to Remit Admin Fees: If Supplier fails to timely remit the correct Admin Fees or the supporting documentation needed to verify such calculations within the timeframes specified in this Agreement;
 - (b) Failure to Comply with Terms of Supply: If Supplier fails to provide the agreed minimum volumes of Product, or fails to meet any other key provision relating to the supply to Public Agencies,
 - (c) Material Breach (or termination) of the Master Agreement
 - (d) Material breach of any obligation of a Party hereunder.
- ii) **Cure Period:** If any material breach occurs by either Party, the breaching party shall have thirty (30) days to cure such breach. If such breach is not cured within that time period, the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.
- iii) **Effect of Termination:** Upon termination of this Agreement, neither Party shall have any additional obligations to each other, other than to remit amounts accrued but not yet paid, and any obligations which survive termination. All marketing efforts shall cease and neither Party shall have the right to present any co-marketing materials or presentations. All printed materials, if any, that either Party has in their possession shall be destroyed and shall be prohibited from further use.

9) Indemnification By Supplier:

- i) Supplier agrees to fully indemnify, defend, and hold harmless Edge Public, its affiliates, directors, officers, employees, agents, and representatives (collectively, the “Edge Public Indemnified Parties”) from and against any and all losses, claims, damages, liabilities, expenses, costs, judgments, and fees (including reasonable attorneys' fees) (collectively, “Losses”) arising out of or in connection with:
 - (a) Any breach by Supplier of any provision of this Agreement or the Master Agreement, including but not limited to any representation, warranty, or covenant made by Supplier herein;
 - (b) Any negligence, willful misconduct, or unlawful acts of Supplier in the performance of this Agreement or the Master Agreement;
 - (c) Any defect, failure, or issue arising from the Supplier’s products, including but not limited to any claims related to product defects, injuries, damages, or intellectual property infringement resulting from the storage, use or sale of the Supplier’s products;
 - (d) Any violation of applicable laws, regulations, or industry standards by Supplier in connection with the performance of this Agreement.
- ii) Supplier shall, at its sole cost and expense, defend any and all claims, suits, or actions brought against any Indemnified Party that are subject to indemnification under this provision. Edge Public shall cooperate fully with Supplier in the defense of any such claims, suits, or actions, and may, at its own expense, participate in such defense with counsel of its choosing.
- iii) Nothing in this Agreement shall be construed to limit or waive Supplier’s indemnification obligations with respect to Losses arising from Supplier’s breach, negligence, misconduct, or defective products, even if such Losses exceed the amounts payable under any insurance policies held by Supplier.

10) Indemnification By Edge Public

- i) Edge Public agrees to fully indemnify, defend, and hold harmless Edge Public, its affiliates, directors, officers, employees, agents, and representatives (collectively, the “Supplier Indemnified Parties”) from and against any and all Losses arising out of or in connection with:
 - (a) Any breach by Edge Public of any provision of this Agreement, including any representation, warranty or covenant made by Edge Public herein;
 - (b) Any negligence, willful misconduct or unlawful acts of Edge Public in its performance of its obligations hereunder; or
 - (c) Any violation of applicable laws, regulations or industry standards by Edge Public in connection with its performance of its obligations hereunder.
- ii) Edge Public shall, at its sole cost and expense, defend any and all claims, suits, or actions that are subject to indemnification under this provision. Supplier shall cooperate fully with Edge Public in defense of any such claims, suits, or actions, and may, at its own expense, participate in such defense with counsel of its choosing.
- iii) **Limitations of Liability:** The maximum amount of liability to which Edge Public may be held accountable shall not exceed the total amount of Admin Fees received by Edge Public in the 12 months preceding the claim which gave rise to such liability. UNDER NO CIRCUMSTANCES SHALL EDGE PUBLIC BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MASTER AGREEMENT, EVEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

11) Confidentiality: The Parties agree to keep all confidential information disclosed by either Party ("Confidential Information") in connection with this Agreement strictly confidential and not to disclose it to any third party without prior written consent. Confidential Information shall not include information that is publicly available or

independently developed by the receiving Party without reference to the party's disclosing confidential information. The obligations of confidentiality shall remain in effect for two years following the termination of this Agreement, except for any Confidential Information which constitutes trade secrets, which must remain subject to this protection beyond such two-year time period, until such time as it no longer constitutes protected trade secrets.

- 12) Relationship:** Nothing in this Agreement shall be construed to create a joint venture, partnership, or agency relationship between the Parties. The Parties are independent contractors, and neither party shall have any authority to act on behalf of the other or bind the other in any way. Each party shall be solely responsible for its own actions and obligations under this Agreement.
- 13) Governing Law and Venue:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of [Florida] without regard to its conflicts of laws principles. The parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Broward County, Florida, for the resolution of any disputes arising out of or in connection with this Agreement.
- 14) Dispute Resolution:** In the event of any disputes or disagreements between Edge Public and Supplier, both Parties agree to first try to resolve such issues through mutual discussions.
- 15) Miscellaneous.** This Agreement, including all exhibits, schedules, and documents incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and communications, whether written or oral, relating to such subject matter. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by an authorized representative of both Parties. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to make it enforceable while reflecting the original intent of the Parties. If such modification is not possible, the invalid, illegal, or unenforceable provision shall be severed from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have so AGREED as of the date written below:

EDGE PUBLIC LLC

[SUPPLIER]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____