



Contract Number  
**24-558**

SAP Number

## Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	<u>Andrew Goldfrach</u>
<b>Telephone Number</b>	<u>909-580-6150</u>
<b>Contractor</b>	<u>PepsiCo Beverage Sales, LLC</u>
<b>Contractor Representative</b>	<u>Dylan Buik, Key Account Manager</u>
<b>Telephone Number</b>	<u>909-208-8016</u>
<b>Contract Term</b>	<u>July 1, 2024 – June 30, 2029</u>
<b>Original Contract Amount</b>	<u>NTE \$1,400,000</u>
<b>Amendment Amount</b>	<u></u>
<b>Total Contract Amount</b>	<u>NTE \$1,400,000</u>
<b>Cost Center</b>	<u>9183204200</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, San Bernardino County ("County") desires to contract a vendor to provide certain beverage services ("Services") to Arrowhead Regional Medical Center ("ARMC"); and

**WHEREAS**, the County conducted a competitive process through a Request for Proposal ("RFP") to find a vendor to provide these services, and

**WHEREAS**, as a result of the proposal ("Proposal") submitted by PepsiCo Beverage Sales, LLC ("Contractor") in response to the County's RFP, the County finds Contractor qualified to provide beverage services to ARMC; and

**WHEREAS**, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

**A. DEFINITIONS**

**A.1 ARMC Nutrition** – refers to the ARMC Nutrition Services Department

**A.2 Contract Year** – refers to the 13 months calendar year consistent with PepsiCo financial periods.

- A.3** **CY** – refers to Contract Year.
- A.4** **Equipment** - means all types of equipment owned and/or operated by Contractor and used to sell or dispense the Products, coolers, display, fountain dispensing equipment and retail single-serve food service equipment. The agreed upon initial Equipment list and location is set forth on Attachment D; thereafter, the parties will mutually agree to any changes to the initial Equipment list.
- A.5** **Products** - means all carbonated and non-carbonated, non-alcoholic beverages, however dispensed sold or distributed by Contractor as listed in Attachment A. The Products on Attachment A may be amended by Contractor from time to time.

**B. CONTRACTOR RESPONSIBILITIES**

- B.1** Contractor shall provide the beverage products identified on Attachment A as ordered by ARMC and stock such products in the areas requested by ARMC. Contractor acknowledges that this Contract does not include the provision of any beverage products in any vending machines at ARMC.
- B.2** Contractor shall, without any cost to ARMC or the County, supply, install, service and maintain three (3) double door refrigerated merchandizers, two (2) single door refrigerated merchandizers, and two (2) small-refrigerated merchandizers that are similar in size to those that currently exist at ARMC's cafeteria.
- B.3** Contractor shall stock the cafeteria with beverage products a minimum of four (4) days per week.
- B.4** Contractor will be responsible for inventory management (ordering, par adjustments and coordination with ARMC Nutrition for additional product needs).
- B.5** Contractor shall, without cost to ARMC, supply, install, service, and maintain all cartridge fountain dispensers with ice machine, cooler, display, and other Equipment used to sell, dispense, or display beverages in the cafeteria. Contractor apply his best effort to ensure that fountain and related equipment are maintained and appropriately dispense product (e.g. correct syrup/liquid mix, age, temperature, no overspray or spill).
- B.6** Contractor shall, without cost to ARMC, supply Carbon Dioxide (CO<sub>2</sub>) and be responsible for installing gas lines to Contractor's dispensing equipment where such installation is necessary for the term of the Contract
- B.7** Contractor must have a program of preventive maintenance and regular replacement of worn, damaged or malfunctioning Equipment. Contractor must also maintain a continual program of equipment replacement in high volume locations where obsolescence becomes a factor resulting in potential service problems or sales reduction.
- B.8** Contractor will provide, at no charge to ARMC, preventative maintenance and repair service to the Equipment. Contractor will also provide ARMC with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. Contractor will promptly respond to each ARMC request, and will use reasonable efforts to remedy the related Equipment problem as soon as possible, however because delays in service may be caused by factors well outside of Contractor's control, Contractor's service record will be measured in the aggregate such that an isolated failure is not a material breach of the Agreement. Any Equipment that repeatedly malfunctions during the contract term shall be removed and replaced with new equipment at Contractor's own expense.
- B.9** Contractor must breakdown their wooden pallets and rotate Products in the walk-in refrigerator upon delivery. (Wood Pallets are prohibited by Federal regulatory requirements)

- B.10** Contractor must have protocols in place for:
- (i) Clearing company employees for the delivery of beverages, including background check
  - (ii) Random drug/alcohol testing of all drivers who deliver beverage products to ARMC
- B.11** Contractor will provide procedures for addressing:
- (i) Security of beverages in the Contractor's vehicles and warehouses
  - (ii) Theft of packages, including robberies
  - (iii) Recovery of packages/products in the event of a natural disaster
  - (iv) Securing beverages in the event of a vehicle accident
- B.12** Any new products and associated pricing must be sampled and approved by ARMC Nutrition prior to stocking for resale.
- B.13** Contractor must also provide weekly inventory management, ordering, and product merchandising for a minimum of 4 days a week.
- B.14** Provide all reports as requested by ARMC relating to the products and services provided under the Contract.
- B.15** Product warranty: Contractor certifies and warrants that all Products sold to ARMC under this Contract will:
- (i) Exceed the minimum/maximum product specification
  - (ii) Be new and genuine and not expired, or be past or within one (1) month of the best taste limit date printed on the Product packing when provided to ARMC
  - (iii) Be provided to ARMC in the manufacturer's original packaging
  - (iv) Be manufactured and supplied for retail sale in the United States
  - (v) If Contractor is not the manufacturer, products must be sold to Contractor from legal and reputable channels, which are understood to be the manufacturer or authorized representative of the manufacturer
- B.16** ARMC understands that the Products provided hereunder are provided with a best taste limit ("BTL") date printed on the packaging. Neither Contractor nor the bottlers replace Products that are past the BTL date. ARMC agrees that no Product shall be sold past the BTL date, and that it shall abide by policies on product handling and quality control periodically published by the manufacturer.
- B.17** Contractor will provide a weekly detailed report, sent electronically to ARMC Nutrition which includes, but is not limited to, the following information:
- (i) Name and address of the recipient
  - (ii) Date of delivery
  - (iii) Number of delivery attempts
- B.18** Delivery of beverage Products must be received prior to 8:00 am at least once per week.
- B.19** Make rebate and support payments to ARMC in the amounts and timeframes set forth on Attachment B, which is incorporated herein by this reference. All payments should be made to ARMC.
- B.20** Make a payment to ARMC in the amount of \$10,000 as a signing bonus within thirty (30) days of full execution of this Contract as set forth on Attachment B.
- B.21** Provide 500 cases annually of complimentary products, consisting of 12 oz soda cans and/or 16.9 oz of Aquafina bottled water, as requested by ARMC Nutrition; provided however, that ARMC will administer all requests through a central contact so that Contractor may prioritize the requests. There shall be a quarterly review of the budget balance for the complimentary products. For the avoidance of any doubt, the foregoing product donations are not cash redeemable in any Year and will not carry over from Year to Year if unused.

**C. GENERAL CONTRACT REQUIREMENTS**

**C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

**C.2 Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

**C.3 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

**C.4 Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

**C.5 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**C.6 Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

**C.7 Change of Address**

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

**C.8 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**C.9 Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed

in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

**C.10 Reserved**

**C.11 Primary Point of Contact**

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**C.12 County Representative**

The ARMC *Hospital Director* of his/her designee shall represent the County in all matters pertaining to the Services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

**C.13 Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

**C. 14 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**C.15 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

**C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

**C.16 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**C.17 Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**C.18 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

**C.19 Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**C.20 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any

items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the Proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**C.21 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**C.22 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**C.23 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

Specific licenses required under this Contract include:

- Business License

**C.24 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**C.25 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**C.26 Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential

information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**C.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.28 Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for Services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

**C.29 Participation Clause**

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same Services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

**C.29.1** Such governmental body does not have and will not have in force any other contract for like purchases.

**C.29.2** Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

**C.30 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**C.31 Records**

Contractor shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

**C.32 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**C.33 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**C.34 Representation of the County**

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

**C.35 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**C.36 Subcontracting**

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

**C.37 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

**C.38 Termination for Convenience**

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the Services described herein. Upon such termination, payment will be made to the Contractor for Services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

**C.39 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

**C.40 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

**C.41 Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**C.42 Former County Administrative Officials**

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**C.43 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed

by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

#### **C.44 Iran Contracting Act**

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

#### **C.45 Executive Order N-6-22 Russia Sanctions**

March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

#### **C.46 Campaign Contribution Disclosure (SB 1439)**

Contractor has disclosed to the County using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's Proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

**D. TERM OF CONTRACT**

This Contract is effective as of July 1, 2024 ("Effective Date") and expires June 30, 2029, but may be terminated earlier in accordance with the provisions of this Contract.

**E. COUNTY RESPONSIBILITIES**

**E.1** Allow access to ARMC Nutrition facilities for deliveries and stocking of products based upon times agreed upon by both parties, and in accordance with the requirements specified in Section B. Contractor Responsibilities.

**E.2** Make payments to Contractor in accordance with the costs set forth on Attachment A and consistent with Section F. Fiscal Provisions.

**F. FISCAL PROVISIONS**

**F.1** The maximum amount of *payment* under this Contract shall not exceed \$1,400,000. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

**F.2** The costs set forth on Attachment A associated with the purchase of the Products therein are all-inclusive, meaning that the cost of the purchase covers the cost of the products, delivery, freight, equipment, maintenance, and all of the services set forth in Section B of this Contract, excluding any applicable taxes.

**F.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

**F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

**F.5** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

**G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**G.1 Indemnification**

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

**G.2 Additional Insured**

All policies, except for Worker's Compensation, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**G.3 Waiver of Subrogation Rights**

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

**G.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**G.5 Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**G.6 Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**G.7 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**G.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**G.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

**G.10 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

**G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

**G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
  - b. Products and completed operations.
  - c. Broad form property damage (including completed operations).
  - d. Explosion, collapse and underground hazards.
  - e. Personal injury.
  - f. Contractual liability.
  - g. \$2,000,000 general aggregate limit.
- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.
- If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.
- If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

## **H. RIGHT TO MONITOR AND AUDIT**

- H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
- H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

## **I. CORRECTION OF PERFORMANCE DEFICIENCIES**

- I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or

- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

**J. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County  
Arrowhead Regional Medical Center  
400 North Pepper Avenue  
Colton, CA 92324  
Attn: Hospital Director*

*PepsiCo  
6659 Sycamore Canyon Blvd.  
Riverside, CA 92507  
Attn: Key Account Manager*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**K. ENTIRE AGREEMENT**

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

**L. ELECTRONIC SIGNATURES**

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY on behalf of Arrowhead Regional Medical Center

► *Dawn Rowe*  
 Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 25 2024  
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*  
 Lynna Monell  
 Clerk of the Board of Supervisors  
 of the San Bernardino County  
 Deputy



PEPSICO BEVERAGE SALES, LLC  
 (Print or type name of corporation, company, contractor, etc.)

By *Dylan Buik*  
Dylan Buik (May 30, 2024 16:48 PDT)  
 (Authorized signature - sign in blue ink)

Name Dylan Buik  
 (Print or type name of person signing contract)

Title Key Account Manager  
 (Print or Type)

Dated: 30/05/2024

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form ► <u><i>[Signature]</i></u> Charles Phan, Supervising Deputy County Counsel Date <u>6/4/2024</u>	Reviewed for Contract Compliance ► _____ Date _____	Reviewed/Approved by Department ► <u><i>[Signature]</i></u> Andrew Goldfracht, ARMC Chief Executive Officer Date <u>6/13/2024</u>
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# ATTACHMENT A

## Price List

- The prices below do not include applicable tax and any other applicable governmental imposed fees:

ProdGrp/InvenLbl	Current On Ticket Price	New Pricing	Effective Date
Water_PET_1 Liter 12L_LifeWTR TM_All Brands	\$19.16	\$20.12	06/30/2024
Water_PET_1 Liter 12L_Gatorade TM_All Brands	\$19.65	\$20.63	06/30/2024
Water_PET_1 Liter 12L_Gatorade TM_Gatorade Propel Total	\$21.22	\$22.28	06/30/2024
Water_PET_1 Liter 12L_Hawaii Volcanic Water TM_Hawaii Volcanic Water Total	\$22.28	\$23.39	06/30/2024
CSD_PET_1 Liter 12L_All TMs_All Brands	\$22.71	\$23.85	06/30/2024
Water_PET_1 Liter 12P_LifeWTR TM_All Brands	\$19.13	\$19.50	06/30/2024
Water_PET_1 Liter 15L_Aquafina TM_All Brands	\$17.23	\$17.50	06/30/2024
NCB_PET_1 Liter 15L_Lipton TM_All Brands	\$20.55	\$21.58	06/30/2024
CSD_PET_1 Liter 15L_All TMs_All Brands	\$28.38	\$29.80	06/30/2024
Water_PET_1 Liter 6P_Gatorade TM_All Brands	\$21.22	\$22.28	06/30/2024
Water_PET_1.25 Liter 12L_Aquafina TM_All Brands	\$18.96	\$19.91	06/30/2024
NCB_PET_1.41oz 12L_Naked Juice TM_All Brands	\$23.36	\$24.53	06/30/2024
Water_PET_1.5 Liter 12L_Aquafina TM_All Brands	\$18.96	\$19.91	06/30/2024
Water_PET_1.5 Liter 12L_LifeWTR TM_All Brands	\$23.63	\$24.81	06/30/2024
NCB_PET_10oz 12L_Tropicana TM_All Brands	\$15.40	\$16.17	06/30/2024
NCB_PET_10oz 12L_Starbucks TM_All Brands	\$27.46	\$28.83	06/30/2024
NCB_PET_10oz 15L_Tropicana TM_All Brands	\$12.32	\$12.94	06/30/2024
NCB_PET_10oz 24L_Tropicana TM_All Brands	\$19.72	\$20.71	06/30/2024
CSD_Glass_10oz 6P_All TMs_All Brands	\$19.04	\$19.99	06/30/2024
NCB_PET_10oz 8L_Naked Juice TM_All Brands	\$14.40	\$15.12	06/30/2024
NCB_PET_11.16oz 12L_Gatorade TM_Gatorade Total	\$33.88	\$35.57	06/30/2024
NCB_PET_11.16oz 12L_Evolve TM_All Brands	\$41.31	\$43.38	06/30/2024
Water_Carton_11.2oz 4P_ONE TM_All Brands	\$49.80	\$52.29	06/30/2024
NCB_Glass_11oz 12L_Starbucks TM_All Brands	\$22.79	\$23.93	06/30/2024
NCB_Glass_11oz 12L_Starbucks Cold Brew TM_All Brands	\$30.39	\$31.91	06/30/2024
NCB_PET_12oz 4L_Tropicana TM_All Brands	\$31.47	\$33.04	06/30/2024
CSD_Glass_12oz 12L_Crush TM_All Brands	\$14.17	\$14.88	06/30/2024
CSD_Glass_12oz 12L_Stubborn TM_All Brands	\$14.17	\$14.88	06/30/2024
CSD_Glass_12oz 12L_All TMs_All Brands	\$14.60	\$15.33	06/30/2024
NCB_PET_12oz 12L_Tropicana TM_All Brands	\$15.40	\$17.00	06/30/2024
NCB_PET_12oz 12L_Gatorade TM_All Brands	\$18.80	\$19.74	06/30/2024
NCB_PET_12oz 12L_Muscle Milk TM_All Brands	\$44.26	\$46.47	06/30/2024
Water_PET_12oz 12P_Aquafina TM_All Brands	\$10.12	\$10.63	06/30/2024
NCB_PET_12oz 12P_Gatorade TM_All Brands	\$22.24	\$23.35	06/30/2024
NCB_PET_12oz 18L_Gatorade TM_All Brands	\$13.39	\$14.06	06/30/2024
NCB_PET_12oz 18P_Gatorade TM_All Brands	\$13.39	\$14.06	06/30/2024
Water_PET_12oz 24L_Aquafina TM_All Brands	\$10.12	\$10.63	06/30/2024
CSD_PET_12oz 24L_All TMs_All Brands	\$19.76	\$20.75	06/30/2024
NCB_PET_12oz 24L_Gatorade TM_All Brands	\$22.24	\$23.35	06/30/2024

ProdGrp/InvenLb!	Current On Ticket Price	New Pricing	Effective Date
NCB_PET_12oz 4P_Gatorade TM_All Brands	\$22.24	\$23.35	06/30/2024
NCB_PET_12oz 6P_Gatorade TM_All Brands	\$22.24	\$23.35	06/30/2024
NCB_PET_12oz 8L_Naked Juice TM_All Brands	\$18.36	\$19.28	06/30/2024
Water_PET_12oz 8P_Aquafina TM_All Brands	\$10.12	\$10.63	06/30/2024
CSD_Glass_12oz LN 24L_All TMs_All Brands	\$28.42	\$29.84	06/30/2024
CSD_Glass_12oz LN 24P_All TMs_All Brands	\$28.42	\$29.84	06/30/2024
CSD_Glass_12oz LN 4P_All TMs_All Brands	\$25.66	\$26.94	06/30/2024
CSD_Glass_12oz LN 4P_IJZE TM_All Brands	\$29.18	\$30.64	06/30/2024
NCB_Glass_13.7oz 12L_Starbucks TM_All Brands	\$30.81	\$31.00	06/30/2024
NCB_Glass_13.8oz 12L_Tazo TM_All Brands	\$16.88	\$17.72	06/30/2024
NCB_Glass_13.8oz 12P_Tazo TM_All Brands	\$16.88	\$17.72	06/30/2024
NCB_Glass_14oz 12L_Lipton TM_All Brands	\$21.48	\$22.55	06/30/2024
NCB_PET_14oz 12L_Starbucks TM_All Brands	\$29.93	\$31.43	06/30/2024
NCB_PET_14oz 12L_Muscle Milk TM_All Brands	\$35.00	\$42.00	06/30/2024
NCB_PET_15.2oz 12L_Dole TM_All Brands	\$13.63	\$16.00	06/30/2024
NCB_PET_15.2oz 12L_Ocean Spray TM_All Brands	\$13.63	\$14.31	06/30/2024
NCB_PET_15.2oz 12L_Tropicana TM_All Brands	\$14.45	\$15.17	06/30/2024
NCB_Glass_15.2oz 12L_KeVita TM_All Brands	\$27.54	\$16.50	06/30/2024
NCB_Glass_15.2oz 6L_KeVita TM_All Brands	\$13.77	\$14.48	06/30/2024
NCB_PET_15.8oz 12L_Muscle Milk TM_All Brands	\$38.25	\$40.16	06/30/2024
NCB_PET_16.9oz 12L_Tropicana TM_Tropicana Twstr NCB Total	\$8.68	\$9.11	06/30/2024
Water_PET_16.9oz 12L_Bubly TM_All Brands	\$14.35	\$15.07	06/30/2025
Water_PET_16.9oz 12L_All Other TM_Zen Wtr Total	\$17.75	\$18.64	06/30/2025
NCB_PET_16.9oz 12L_Gatorade TM_Gatorade Bolt 24 Total	\$17.92	\$18.82	06/30/2024
NCB_PET_16.9oz 12L_Gatorade TM_All Brands	\$19.13	\$24.00	06/30/2024
NCB_PET_16.9oz 12L_Gatorade TM_Gatorade G Zero Total	\$23.34	\$24.51	06/30/2024
Water_Carton_16.9oz 12L_ONE TM_All Brands	\$26.28	\$27.59	06/30/2024
NCB_Carton_16.9oz 12L_Naked Juice TM_All Brands	\$31.47	\$33.04	06/30/2024
Water_PET_16.9oz 12P_Aquafina TM_All Brands	\$10.05	\$10.55	06/30/2024
Water_PET_16.9oz 12P_Gatorade TM_All Brands	\$10.30	\$20.00	06/30/2024
Water_PET_16.9oz 24L_Gatorade TM_All Brands	\$28.27	\$40.00	06/30/2024
Water_PET_16.9oz 24P_Aquafina TM_All Brands	\$10.05	\$10.55	06/30/2024
Water_PET_16.9oz 6P_Aquafina TM_All Brands	\$10.05	\$10.55	06/30/2024
Water_PET_16.9oz 6P_Gatorade TM_All Brands	\$19.98	\$20.98	06/30/2024
NCB_PET_18.5oz 12L_Lipton TM_All Brands	\$15.88	\$16.00	06/30/2024
NCB_PET_18.5oz 12P_Lipton TM_All Brands	\$15.88	\$16.00	06/30/2024
NCB_PET_18.5oz 6P_Lipton TM_All Brands	\$15.88	\$16.00	06/30/2024
NCB_Carton_1oz 16L_Gatorade TM_All Brands	\$24.59	\$25.82	06/30/2024
NCB_PET_2.0oz 12L_Gatorade TM_All Brands	\$25.06	\$26.31	06/30/2024

ProdGrp/InvenLb1	Current On Ticket Price	New Pricing	Effective Date
NCB_PET_2.0oz 18L_Kevita TM_All Brands	\$41.64	\$43.72	06/30/2024
NCB_PET_2.1oz 12L_Gatorade TM_All Brands	\$15.64	\$16.42	06/30/2024
NCB_PET_2.8oz 12L_Sabra TM_All Brands	\$23.63	\$24.81	06/30/2024
NCB_PET_2.8oz 12L_Gatorade TM_All Brands	\$25.80	\$27.09	06/30/2024
NCB_PET_20oz 12L_Tropicana TM_All Brands	\$13.23	\$13.89	06/30/2024
Water_PET_20oz 12L_Gatorade TM_All Brands	\$15.76	\$16.55	06/30/2024
Water_PET_20oz 12L_SoBe TM_All Brands	\$16.78	\$17.62	06/30/2024
NCB_PET_20oz 12L_SoBe TM_All Brands	\$20.81	\$21.85	06/30/2024
NCB_PET_20oz 12L_Gatorade TM_All Brands	\$23.34	\$24.51	06/30/2024
Water_PET_20oz 24L_Aquafina TM_All Brands	\$13.40	\$14.00	06/30/2024
Water_PET_20oz 24L_Bubly TM_All Brands	\$17.44	\$18.31	06/30/2024
Water_PET_20oz 24L_Aquafina TM_Aquafina Splash Total	\$17.74	\$18.63	06/30/2024
Water_PET_20oz 24L_Schweppes TM_All Brands	\$22.46	\$23.58	06/30/2024
Water_PET_20oz 24L_Schweppes TM_All Brands	\$22.46	\$23.58	06/30/2024
Water_PET_20oz 24L_Gatorade TM_All Brands	\$22.77	\$23.91	06/30/2024
NCB_PET_20oz 24L_Tampico TM_All Brands	\$23.50	\$24.68	06/30/2024
CSD_PET_20oz 24L_All TMs_All Brands	\$24.64	\$25.00	06/30/2024
NCB_PET_20oz 24L_Lipton TM_All Brands	\$24.64	\$25.00	06/30/2024
NCB_PET_20oz 24L_Doie TM_All Brands	\$24.64	\$25.87	06/30/2024
NCB_PET_20oz 24L_Gatorade TM_All Brands	\$26.76	\$27.00	06/30/2024
Water_PET_20oz 24L_LifeWTR TM_All Brands	\$27.01	\$28.36	06/30/2024
NCB_PET_20oz 24P_Gatorade TM_All Brands	\$26.76	\$28.10	06/30/2024
NCB_PET_20oz 8P_Gatorade TM_All Brands	\$26.76	\$27.00	06/30/2024
Water_PET_23.7oz 12L_All Other TM_Zen Wtr Total	\$20.70	\$21.74	12/31/2024
Water_PET_24oz 12L_Gatorade TM_All Brands	\$15.99	\$16.79	06/30/2024
NCB_PET_28oz 15L_Gatorade TM_All Brands	\$26.30	\$27.62	06/30/2024
NCB_PET_28oz 15L_Gatorade TM_Gatorade Gfit Total	\$30.39	\$31.91	06/30/2024
NCB_PET_32oz 12L_Tropicana TM_All Brands	\$30.91	\$32.46	06/30/2024
NCB_Carton_32oz 12P_All Other TM_Fresh Total	\$68.85	\$72.29	06/30/2024
NCB_PET_32oz 15L_Gatorade TM_All Brands	\$26.30	\$27.62	06/30/2024
Water_PET_33.8oz 12L_All Other TM_Zen Wtr Total	\$24.29	\$25.50	12/31/2024
Water_PET_33.8oz 6P_All Other TM_Zen Wtr Total	\$24.29	\$25.50	06/30/2025
CSD_Glass_375ml 4P_Bundaberg TM_All Brands	\$33.75	\$35.44	06/30/2024
CSD_Glass_375ml 4P_Bundaberg TM_All Brands	\$33.75	\$35.44	06/30/2024
NCB_Carton_4.2oz 44P_Tropicana TM_Tropicana Juice Total	\$11.64	\$12.22	06/30/2024
NCB_PET_4.56oz 12L_Sabra TM_All Brands	\$23.63	\$24.81	06/30/2024
Water_PET_500ml 12P_Gatorade TM_All Brands	\$15.24	\$16.00	06/30/2024
Water_PET_500ml 18P_Gatorade TM_All Brands	\$18.54	\$19.47	06/30/2024
Water_PET_500ml 24L_Hawaii Volcanic Water TM_All Brands	\$27.58	\$28.96	06/30/2024

ProdGrp/InvenLbl	Current On Ticket Price	New Pricing	Effective Date
Water_PET_500ml 24L_Gatorade TM_All Brands	\$28.27	\$29.68	06/30/2024
Water_PET_500ml 24L_All Other TM_All Brands	\$28.33	\$29.75	06/30/2024
Water_PET_500ml 6P_LifeWTR TM_All Brands	\$27.01	\$28.36	06/30/2024
CSD_Glass_6.3oz 4P_Schwepes TM_All Brands	\$31.51	\$33.09	06/30/2024
Water_PET_700ml 12L_LifeWTR TM_All Brands	\$15.76	\$15.50	06/30/2024
Water_PET_700ml 12P_LifeWTR TM_All Brands	\$15.76	\$15.50	06/30/2024
Water_PET_750ml 12L_Gatorade TM_All Brands	\$17.21	\$18.07	06/30/2024
CSD_Glass_750ml 12L_Bundaberg TM_All Brands	\$33.75	\$35.44	06/30/2024
Water_Glass_777ml 12L_Hawaii Volcanic Water TM_All Brands	\$24.40	\$25.62	06/30/2024
Water_Glass_777ml 12P_Hawaii Volcanic Water TM_All Brands	\$24.40	\$25.62	06/30/2024
CSD_Glass_8.45oz 24L_All TMs_All Brands	\$27.57	\$28.95	06/30/2024
NCB_PET_89oz 6L_Tropicana TM_All Brands	\$38.55	\$40.48	06/30/2024
NCB_Glass_9.5oz 12L_Starbucks TM_All Brands	\$22.91	\$24.06	06/30/2024
NCB_Glass_9.5oz 12P_Starbucks TM_All Brands	\$22.91	\$24.06	06/30/2024
NCB_Glass_9.5oz 15L_Starbucks TM_All Brands	\$29.89	\$31.38	06/30/2024
NCB_Glass_9.5oz 15P_Starbucks TM_All Brands	\$29.89	\$31.38	06/30/2024
NCB_Glass_9.5oz 4P_Starbucks TM_All Brands	\$44.56	\$46.79	06/30/2024
NCB_Bag_BIB 1G_All Other TM_All Brands	\$24.28	\$25.49	06/30/2024
NCB_Bag_BIB 1G_Dole TM_All Brands	\$35.41	\$37.18	06/30/2024
Water_Bag_BIB 3G_Bubly TM_All Brands	\$17.58	\$18.46	06/30/2024
NCB_Bag_BIB 3G_Gatorade TM_All Brands	\$17.92	\$18.82	06/30/2024
NCB_Bag_BIB 3G_Lipton TM_All Brands	\$19.54	\$21.08	06/30/2024
NCB_Bag_BIB 3G_All Other TM_Fresh Total	\$22.28	\$23.39	06/30/2024
NCB_Carton_BIB 3G_All Other TM_Fresh Total	\$22.28	\$23.39	06/30/2024
CSD_Bag_BIB 3G_Pure Craft TM_All Brands	\$28.50	\$29.93	06/30/2024
CSD_Bag_BIB 5G_Crush TM_All Brands	\$16.95	\$17.80	06/30/2024
CSD_Bag_BIB 5G_Dr Pepper TM_All Brands	\$16.95	\$21.08	06/30/2024
CSD_Bag_BIB 5G_Schwepes TM_All Brands	\$16.95	\$21.08	06/30/2024
CSD_Bag_BIB 5G_All TMs_All Brands	\$16.98	\$21.08	06/30/2024
NCB_Bag_BIB 5G_Lipton TM_All Brands	\$16.98	\$21.08	06/30/2024
NCB_Bag_BIB 5G_Tropicana TM_All Brands	\$16.98	\$21.08	06/30/2024
CSD_Bag_BIB 5G_Manzanita Sol TM_All Brands	\$17.18	\$21.08	06/30/2024
Inven: 5G BIB TROP FT PNCH POS	\$17.25	\$18.11	06/30/2024
Inven: 5G BIB TROP LT LMND POS	\$17.45	\$18.32	06/30/2024
Inven: 5G BIB DRPEP FCB POS	\$19.20	\$20.16	06/30/2024
CSD_FCB-Bag_BIB 5G_All TMs_All Brands	\$19.26	\$20.22	06/30/2024
NCB_Bag_BIB 5G_Fruit Works TM_All Brands	\$19.26	\$20.22	06/30/2024
NCB_FCB-Bag_BIB 5G_Fruit Works TM_All Brands	\$19.26	\$20.22	06/30/2024
Supply_CO2 Full Total_CO2 20LB Full	\$0.00	\$0.00	06/30/2024
Supply_CO2 Full Total_CO2 50LB Full	\$0.00	\$0.00	06/30/2024

ProdGrp/invenLbl	Current On Ticket Price	New Pricing	Effective Date
NCB_Aluminum_Can 11oz 12L_Starbucks TM_All Brands	\$28.27	\$29.68	06/30/2024
NCB_Aluminum_Can 11oz 12P_Starbucks TM_All Brands	\$28.27	\$29.68	06/30/2024
NCB_Aluminum_Can 11oz 4P_Starbucks TM_All Brands	\$56.55	\$59.38	06/30/2024
Water_Aluminum_Can 12oz 12L_Aquafina TM_All Brands	\$10.42	\$10.94	06/30/2024
NCB_Aluminum_Can 12oz 12L_Lipton TM_All Brands	\$11.33	\$11.90	06/30/2024
CSD_Aluminum_Can 12oz 12L_All TMs_All Brands	\$14.33	\$15.05	06/30/2024
NCB_Aluminum_Can 12oz 12L_Mt Dew TM_All Brands	\$14.75	\$15.49	06/30/2024
NCB_Aluminum_Can 12oz 12L_Starbucks TM_All Brands	\$22.79	\$23.93	06/30/2024
Water_Aluminum_Can 12oz 12L_SLK_Aquafina TM_All Brands	\$10.42	\$10.94	06/30/2024
NCB_Aluminum_Can 12oz 12L_SLK_Lipton TM_All Brands	\$11.33	\$11.90	06/30/2024
CSD_Aluminum_Can 12oz 12L_SLK_All TMs_All Brands	\$14.33	\$15.05	06/30/2024
NCB_Aluminum_Can 12oz 12L_SLK_Mt Dew TM_All Brands	\$14.33	\$15.05	06/30/2024
NCB_Aluminum_Can 12oz 12L_SLK_Rockstar TM_All Brands	\$17.51	\$18.39	06/30/2024
NCB_Aluminum_Can 12oz 12L_SLK_Celsius TM_All Brands	\$21.86	\$22.00	06/30/2024
NCB_Aluminum_Can 12oz 12L_SLK_Starbucks TM_All Brands	\$22.79	\$23.93	06/30/2024
NCB_Aluminum_Can 12oz 12L_SLK_Starbucks TM_Starbucks Baya Total	\$27.30	\$28.67	06/30/2024
NCB_Aluminum_Can 12oz 12L_SLK_Energy TM_All Brands	\$27.93	\$29.33	06/30/2024
Water_Aluminum_Can 12oz 12P_Bubly TM_All Brands	\$10.12	\$10.63	06/30/2024
NCB_Aluminum_Can 12oz 12P_Celsius TM_All Brands	\$21.86	\$22.00	06/30/2024
NCB_Aluminum_Can 12oz 12P_Energy TM_All Brands	\$27.93	\$29.33	06/30/2024
CSD_Aluminum_Can 12oz 12P_FM_All TMs_All Brands	\$12.03	\$12.63	06/30/2024
NCB_Aluminum_Can 12oz 12P_FM_Lipton TM_All Brands	\$12.03	\$12.63	06/30/2024
NCB_Aluminum_Can 12oz 12P_FM_Dole TM_All Brands	\$12.03	\$12.63	06/30/2024
NCB_Aluminum_Can 12oz 12P_SLEEK_Celsius TM_All Brands	\$21.86	\$22.00	06/30/2024
NCB_Aluminum_Can 12oz 4P_SLK_Celsius TM_All Brands	\$43.71	\$44.00	06/30/2024
CSD_Aluminum_Can 12oz 6P_All TMs_All Brands	\$9.23	\$9.69	06/30/2024
NCB_Aluminum_Can 12oz 6P_Lipton TM_All Brands	\$12.03	\$12.63	06/30/2024
CSD_Aluminum_Can 12oz 8P_FM_All TMs_All Brands	\$9.23	\$9.69	06/30/2024
Water_Aluminum_Can 12oz 8P_FM_Bubly TM_All Brands	\$10.12	\$11.50	06/30/2024
CSD_Aluminum_Can 12oz 8P_FM_SLK_All TMs_All Brands	\$9.23	\$9.69	06/30/2024
Water_Aluminum_Can 12oz 8P_SLK_All Other TM_Proud Source Total	\$16.97	\$17.82	06/30/2024
CSD_Aluminum_Can 13.65oz 12L_All TMs_All Brands	\$19.06	\$20.01	06/30/2024
NCB_Aluminum_Can 15.5oz 12L_All Other TM_Yachak Total	\$20.25	\$21.26	06/30/2024
NCB_Aluminum_Can 15oz 12L_Starbucks TM_All Brands	\$30.97	\$32.52	06/30/2024
NCB_Aluminum_Can 15oz 12L_Rockstar TM_All Brands	\$31.63	\$33.21	06/30/2024
NCB_Aluminum_Can 15oz 24L_Rockstar TM_All Brands	\$41.80	\$43.89	06/30/2024
NCB_Aluminum_Can 16oz 12L_Lipton TM_All Brands	\$10.42	\$10.94	06/30/2024
Water_Aluminum_Can 16oz 12L_Bubly TM_All Brands	\$10.69	\$14.50	06/30/2024
CSD_Aluminum_Can 16oz 12L_All TMs_All Brands	\$13.78	\$14.47	06/30/2024
NCB_Aluminum_Can 16oz 12L_Mt Dew TM_All Brands	\$14.33	\$30.00	06/30/2024

ProdGrp/InvenLbl	Current On Ticket Price	New Pricing	Effective Date
NCB_Aluminum_Can 16oz 12L_Mt Dew TM_All Brands	\$14.33	\$30.00	06/30/2024
Water_Aluminum_Can 16oz 12L_All Other TM_All Brands	\$16.00	\$16.80	06/30/2025
NCB_Aluminum_Can 16oz 12L_Mt Dew Energy TM_All Brands	\$18.04	\$18.94	06/30/2024
NCB_Aluminum_Can 16oz 12L_Rockstar TM_All Brands	\$18.58	\$18.50	06/30/2024
NCB_Aluminum_Can 16oz 12L_All Other TM_Yachak Total	\$20.25	\$21.26	06/30/2024
NCB_Aluminum_Can 16oz 12L_Celsius TM_All Brands	\$21.86	\$22.95	06/30/2025
NCB_Aluminum_Can 16oz 12L_Energy TM_All Brands	\$28.78	\$30.22	06/30/2024
NCB_Aluminum_Can 16oz 12L_RCN_Mt Dew AMP TM_All Brands	\$21.86	\$22.95	06/30/2024
NCB_Aluminum_Can 16oz 12P_Mt Dew Energy TM_All Brands	\$18.04	\$18.94	06/30/2024
NCB_Aluminum_Can 16oz 12P_All Other TM_Yachak Total	\$20.25	\$20.50	06/30/2024
NCB_Aluminum_Can 16oz 12P_Celsius TM_All Brands	\$21.86	\$22.95	06/30/2025
Water_Aluminum_Can 16oz 24L_All Other TM_Proud Source Total	\$29.18	\$30.64	06/30/2024
NCB_Aluminum_Can 16oz 24L_Rockstar TM_All Brands	\$37.15	\$39.01	06/30/2024
NCB_Aluminum_Can 16oz 4P_Rockstar TM_All Brands	\$41.08	\$43.13	06/30/2024
Water_Aluminum_Can 25.3oz 12L_All Other TM_Proud Source Total	\$24.94	\$26.19	06/30/2024
NCB_Aluminum_Can 6.5oz 12L_Starbucks TM_All Brands	\$29.00	\$30.17	06/30/2024
NCB_Aluminum_Can 6.5oz 12P_Starbucks TM_All Brands	\$29.00	\$30.17	06/30/2024
NCB_Aluminum_Can 6.5oz 4P_Starbucks TM_All Brands	\$58.00	\$60.30	06/30/2024
CSD_Aluminum_Can 7.5oz 10P_All TMs_All Brands	\$11.54	\$15.50	06/30/2024
CSD_Aluminum_Can 7.5oz 24L_All TMs_All Brands	\$8.96	\$9.41	06/30/2024
CSD_Aluminum_Can 7.5oz 6P_All TMs_All Brands	\$8.96	\$9.41	06/30/2024
CSD_Aluminum_Can 7.5oz 8P_All TMs_All Brands	\$8.96	\$9.41	06/30/2024
CSD_Aluminum_Can 8.4oz 12L_IZZE TM_All Brands	\$9.86	\$10.35	06/30/2024
CSD_Aluminum_Can 8.4oz 24L_IZZE TM_All Brands	\$19.72	\$20.71	06/30/2024
NCB_Aluminum_Can 8.4oz 24L_Rockstar TM_All Brands	\$32.23	\$33.84	06/30/2024
CSD_Aluminum_Can 8oz 6P_All TMs_All Brands	\$9.23	\$9.69	06/30/2024
NCB_Aluminum_Can 9.6oz 12L_Starbucks Cold Brew TM_All Brands	\$31.51	\$33.09	06/30/2024
NCB_PET_15.2oz 8L_Naked Juice TM_Naked Ice Prtn Zne Total	NA	\$22.00	06/30/2024

**ATTACHMENT B**  
**Rebate and Support Payments/Complimentary Products ("Funding")**

Complimentary Product/Payment Type	CY 1	CY 2	CY 3	CY 4	CY 5
<b>Signing Bonus</b>  Payment Schedule:	\$10,000  Within 30 days of execution of Contract	N/A	N/A	N/A	N/A
<b>Partnership Support Payment<sup>1</sup></b>  Payment Schedule:	\$25,000  advanced within 60 days following the end of the Contract Year; except for Year 1, payment advanced within 60 days of issuance of Agreement	\$25,000  advanced within 60 days following the end of the Contract Year.	\$25,000  advanced within 60 days following the end of the Contract Year.	\$25,000  advanced within 60 days following the end of the Contract Year.	\$25,000  advanced within 60 days following the end of the Contract Year.
<b>Retention Bonus</b>  Payment Schedule:	\$5,000  Within 60 days of the end of the Contract Year.	\$5,000  Within 60 days of the end of the Contract Year.	\$5,000  Within 60 days of the end of the Contract Year.	\$5,000  Within 60 days of the end of the Contract Year.	\$5,000  Within 60 days of the end of the Contract Year.
<b>Rebate on retail bottle and can cases</b>  Payment Schedule:	\$2.00/case  Within 60 days of the end of the Contract Year.	\$2.00/case  Within 60 days of the end of the Contract Year.	\$2.00/case  Within 60 days of the end of the Contract Year.	\$2.00/case  Within 60 days of the end of the Contract Year.	\$2.00/case  Within 60 days of the end of the Contract Year.
<b>Fountain Rebate per gallon</b>  Payment Schedule:	\$3.00/gallon  Within 60 days of the end of the Contract Year.	\$3.00/gallon  Within 60 days of the end of the Contract Year.	\$3.00/gallon  Within 60 days of the end of the Contract Year.	\$3.00/gallon  Within 60 days of the end of the Contract Year.	\$3.00/gallon  Within 60 days of the end of the Contract Year.
<b>Flex Funds<sup>2</sup></b>  Payment Schedule:	\$2,000  Within 60 days of request after the program has been identified.	\$2,000  Within 60 days of request after the program has been identified.	\$2,000  Within 60 days of request after the program has been identified.	\$2,000  Within 60 days of request after the program has been identified.	\$2,000  Within 60 days of request after the program has been identified.
<b>Capital Investment (Held and spent by Contractor solely on Equipment to be provided by Contractor)</b>	\$10,000  To be mutually determined by Contractor and ARMC Nutrition	N/A	N/A	N/A	N/A
<b>Complimentary Products (12 oz cans and/or 16.9 oz water)</b>  Schedule:	500 cases  As requested by ARMC Nutrition.	500 cases  As requested by ARMC Nutrition.	500 cases  As requested by ARMC Nutrition.	500 cases  As requested by ARMC Nutrition.	500 cases  As requested by ARMC Nutrition.

<sup>1</sup> Based on achieving a minimum 95% index to the projected annual volume, which is equivalent to \$266,000 in total sales per Contract Year.

<sup>2</sup> Flex funds are to be provided by Contractor to ARMC to enhance programs at the ARMC cafeteria, including an icemaker, point of sale program, or any other program mutually agreed upon by ARMC and Contractor.



## ATTACHMENT C

### Campaign Contribution Disclosure (SB 1439)

#### **DEFINITIONS**

**Actively supporting the matter:** (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

**Agent:** A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

**Otherwise related entity:** An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

**Parent-Subsidiary Relationship:** A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: N/A
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5      No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):  
 \_\_\_\_\_
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No  If no, please skip Question No. 10.

Yes  If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

**ATTACHMENT D**

**List of Equipment**

Name	Amount
1130.10 COOL 1-DR 10 CF	2
1160.10 COOL 1-DR 26 CF	2
1360.10 COOL 2-DR 45/47 CF Slide	3
1128.40 COOL 6 CF LP SS Top	3
3134.12 FTN Combo 200lb 10V	1
4153.60 1V 4 Flav Lipton	1
Existing backroom package Pump Rack	1