

CONTRACT AGREEMENT NO. C-23830

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, CA 90242-2890, hereinafter referred to as "LACOE" and

CONTINUITY FOCUS INC., located at 2784 Homestead Road, Suite 344, Santa Clara, CA 95051, and hereinafter referred to as "Contractor," mutually agree as follows:

PREMISES:

- A. On September 29, 2023, LACOE issued Bid #23/24-1719 to solicit competitive offers from qualified bidders to provide computers, software, and computer-related equipment.
- B. From among the bids received, upon evaluating eligible bids, LACOE has determined that the Contractor's offer is the most advantageous to LACOE based on price and other factors considered.
- C. This Contract is intended to be used as: (a) a Standard School Supply and Equipment List in Los Angeles County and (b) a piggybackable contract by other California school districts and other public agencies as allowed by law.
- D. On February 14, 2023, the Superintendent and Executive Cabinet authorized LACOE to Contract with the recommended Contractors.

DEFINITIONS:

- A. "Los Angeles County Office of Education" as used in this Contract shall be construed to include the Los Angeles County Office of Education, its employees, officers, and agents. LACOE is an intermediate agency between the Los Angeles County school districts and the California Department of Education.
- B. "Contractor" is the signatory to this Agreement, also called an "Awarded Vendor," one of several companies awarded a Contract, each for a discrete set of specifications in response to IFB #23/24-1719.
- C. "Piggybackable" is the ability of another LEA or public agency in California or in another state to use this Contract without having to seek bids themselves. The authority to piggyback is based on California Public Contract Codes 20118 and 20652, and government Codes 6500 and 6502.
- D. Other definitions applicable to this Contract are defined in the Terms and Conditions for IFB #23/24-1719.

1. SCOPE OF CONTRACT

Contractor shall, in a way satisfactory to LACOE, provide computers, software, and computer-related equipment as needed and ordered by LACOE and other entities piggybacking on this Contract for the category of **Arista**. Contractor asserts that it has the required background, certifications, training, and knowledge to do so and agrees to supply the listed equipment under the terms and conditions of this Contract, Agreement, and IFB.

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2. TERM OF CONTRACT

This Contract is effective upon execution and continues in full force and effect through December 31, 2024, unless early termination occurs under the terms of this Contract or the Contract is extended by a mutually signed written amendment, contemplated to be two extensions, once each for the succeeding two years.

3. COMPLETE CONTRACT DOCUMENTS

The complete Contract includes all of the following documents and responses:

- The Notice Calling for Bids
- Terms and Conditions, including any instructions to Bidders
- This Exhibit A (Agreement)
- The Electronic Bid Form, including any External Notes
- The Pricing Template, inclusive of:
 - The Quote Sheet and all pricing formulas offered
 - Bid Response Worksheet, its Core List specifications, and fixed prices offered
 - Rest-of-Catalog Worksheet, including product descriptions, formulas, and effective bid prices offered
 - Debarment Form
 - Reference Forms
 - LACOE New Vendor Welcome Packet
- All information and attachments within the Answers to Questions Section
- Any Attachments provided as additional information
- Any other information required of Bidder, including
- Insurance Certificates
- The Epylon Merchant Agreement Terms and Conditions
- The Partial List of Eligible Agencies
- Published answers to Bidders' questions
- Bidders' Checklist
- All addenda, changes, and amendments thereto, by this reference incorporated herein

All of these documents are complementary, and what is called for by any one of them shall be as binding as if called for by all.

4. PURCHASE ORDER

It is understood that this Contract only commits LACOE or other eligible agencies to pay for services once and when an authorized Purchase Order is issued. The Purchase Order is the authorization for a Contractor to provide the specified equipment on a Purchase Order.

LACOE shall make reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Purchase Order; or (b) 30 days after a proper invoice is received at the "Bill To" address. Payment may be delayed if the payment amount on an invoice is not based on the price(s) as stated in the Purchase Order and the items actually received or any other order discrepancies.

5. PAYMENTS

The Contractor should not construe Agency or a Local Education Agency (LEA)'s payment as acceptance of the items provided by the Contractor. Unless the Contractor is notified differently by phone or in writing, acceptance shall be considered to have occurred on the first day after delivery of the product to Agency or LEA or upon written approval of the completed service. reserves the right to conduct further testing and inspection after payment, but within a reasonable time after delivery, and the warranty shall cover any defective items after acceptance.

If upon review of reports or financial records by LACOE by its e-commerce provider, an eligible buyer, or auditor, prices invoiced by the Contractor and paid by LACOE or another eligible LEA are higher than the authorized bid price, the Contractor shall give credit back to the buyer the amount equal to the overcharge.

Invoices can be e-mailed to; accounts_payable@lacoed.edu or mailed to the attention of the Accounts Payable Unit.

6. INDEMNIFICATION

Contractor agrees to defend, indemnify, save, and hold harmless LACOE/Agency/LEA, its governing body, the individuals thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys' fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of or occurring because of the Contractor's performance or failure to perform services under this Contract or resulting from or directly or indirectly connected with the performance or nonperformance of Contractor about this Contract. Contractor further agrees to waive all rights of subrogation against LACOE/Agency/LEA and shall pay for any injury, damage, or loss to LACOE/Agency/LEA. LACOE assumes no responsibility for any property placed on the premises. This indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage, or loss caused by the negligence of LACOE/Agency/LEA.

7. INSURANCE

7.1 Contractor shall obtain and maintain insurance as described below in Section 6 at its own expense. Likewise, Contractor shall require and enforce its subcontractors and independent contractors to get the insurance described below. The insurance shall be obtained and maintained without any expense to LACOE. The insurance must be in force during the term of this Contract and any extended period agreed to. All insurance policies shall be placed with an admitted State of California insurer having an A.M. Best rating of not less than the class A:IX. The insurance obtained shall be without any limitation of the Contractor's indemnification of LACOE. For this requirement, "Contractor" includes its officers, agents, employees, representatives, and volunteers. Also, the name *LACOE* shall consist of its governing boards and commissions and the individuals thereof, all its officers, agents, employees, representatives, and volunteers (collectively in this section called "LACOE").

7.2 Minimum Scope and Limits of Insurance

7.2.1 Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent

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contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit of at least \$2,000,000. The policy shall be endorsed to name LACOE, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives, and volunteers, as additional insureds.

7.2.2 Business Automobile Liability Coverage with limits as required by the State of California.

7.2.3 Workers' Compensation insurance with limits as required by the Labor Code of the State of California and employer's liability insurance limits of \$1,000,000 per accident.

7.3 Endorsements: The Contractor shall give LACOE certificates of insurance evidencing insurance coverage for commercial general liability, workers' compensation, and automobile liability coverage, with an additional insured endorsement showing that LACOE, its officers, agents, employees, volunteers, and board are named as an additional insured as to commercial general liability. The certificates and endorsements are to be signed by a person employed and allowed by the insurer to bind coverage on its behalf and shall specifically reference this Contract. The certificates of insurance and endorsements are to be received by LACOE before the complete execution of this Contract. LACOE reserves the right to require complete, certified copies of all the required insurance policies at any time.

Certificates of insurance shall be sent to LACOE's third-party insurance compliance monitoring company, MyCOI.

7.4 Other Insurance Provisions

The Contractor shall cause its insurance policies to be amended to state:

7.4.1 The Contractor's insurance coverage shall be primary insurance with respect to LACOE. Any insurance or self-insurance maintained by LACOE shall be in excess of the Contractor's insurance and shall not contribute to it.

7.4.2 All rights of subrogation against LACOE for injury (including death), damage, or loss arising from the performance or nonperformance of LACOE pertaining to this Contract are waived.

7.4.3 Coverage shall not be suspended, voided, canceled, reduced in scope, or changed in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to LACOE, and any modifications subsequently approved by LACOE.

7.4.4 Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time so that LACOE continuously possesses evidence of the Contractor's insurance under the preceding provisions.

Subsections 7.4.1 and 7.4.2 shall only apply to the commercial general liability and automobile liability policies.

8. NOTICES

Any notices to be given under this Contract shall be in writing, and these notices, as well as any other document to be transmitted, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended at:

LACOE:

Procurement Services
Los Angeles County Office of Education
9300 Imperial Highway, ECW 157
Downey, CA 90242-2890

Contractor:

Mailing address above

9. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies retained by Contractor to secure business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the amount of this commission, percentage, brokerage, or commission fee.

10. EMPLOYEE BACKGROUND CHECK

At the time of Contract award, and during the entire term of this Contract, the Contractor, including all subcontractors, shall fully comply with the provisions of Education Code Section 45125.1 and AB 130.

11. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, Contractor is an Independent Contractor, not an officer, employee, or agent of LACOE. Contractor shall not at any time represent that it or any of its officers, employees, or agents are employees of LACOE. Contractor warrants its compliance with the criteria established by the U.S. Internal Revenue Service (IRS) and the California Employment Development Department (EDD) for qualification as an Independent Contractor, including, but not limited to, being hired temporarily, having discretion in scheduling time to complete Contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment; being free from the control and direction of LACOE in connection with the performance of the work, both under the Contract for the performance of the work and in fact; performing work that is outside the usual course of LACOE's business; and being customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

12. ASSIGNMENT

Contractor shall not directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any part hereof of any interest herein, in whole or in part, without the prior

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written consent of LACOE. If prior written permission is not given by LACOE to assign, transfer, or encumber this Contract, this action shall be considered automatically void. In addition, Contractor shall only subcontract the work under this Contract with the prior written approval of LACOE. Other than those identified, the names and qualifications of subcontractors or others whom Contractor intends to employ shall be submitted to LACOE for prior written approval.

13. INTEGRATION

This Contract, including all exhibits and other documents incorporated or made applicable by reference, contains the complete and final understanding of the parties' rights, duties, and obligations regarding the transaction discussed in the Contract and supersedes all prior contracts, understandings, and commitments, whether oral or written. This Contract shall not be amended except by a written document expressly purporting to be such an amendment, signed and acknowledged by both parties.

14. MODIFICATION

The Contract shall not be changed or amended without the parties' mutual written consent. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or alterations shall be effective only if the initials of both contracting parties appear beside this deletion or modification.

15. ORDER OF PRECEDENCE

Except as expressly provided elsewhere in this Contract, conflicting, vague, and ambiguous provisions of this Contract shall prevail in the following order of precedence:

(1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

16. SEVERABILITY / WAIVER

16.1 If any provision of this Contract is found to be illegal, unenforceable, or invalid, this act shall not affect the validity of any other provision.

16.2 No waiver of any provision of this Contract shall be considered, or shall be, a waiver of any other provision, whether or not similar, nor shall any such waiver be a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

17. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

18. TERMINATION

18.1 Scope.

18.1.1 LACOE may at any time terminate this Contract, in whole or part, for the convenience of LACOE (see "Termination for Convenience" section below) or for default by the Contractor (see "Termination for Default" section below) by giving the Contractor a written

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"Notice of Termination."

Right after any termination, Contractor shall stop work and take all reasonable steps to not incur additional costs associated with this Contract, except those necessary to close out business on this Contract. LACOE shall review additional charges, which must be considered allowable before payment.

The rights and remedies of LACOE in this "Termination" section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

18.2 Termination for Convenience.

18.2.1 If LACOE elects to terminate this Contract for its convenience, the termination shall be effective upon delivery of the Notice of Termination to the Contractor, unless a later date is specified in the Notice of Termination. After that, LACOE shall pay the Contractor for services provided through the date of termination and for those allowable costs determined by LACOE to be reasonably necessary to effect this termination. After that, the Contractor shall have no further claims against LACOE under this Contract.

18.3 Termination for Default.

18.3.1 LACOE may terminate this Contract for the reason of the Contractor's default if: (a) a federal or state proceeding for the relief of debtors is undertaken by or against the Contractor; or (b) a receiver or trustee is appointed for the Contractor; or, (c) the Contractor makes an assignment for the benefit of its creditors; or, (d) the Contractor becomes insolvent, which shall be considered to have occurred if the Contractor has stopped paying its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not the Contractor has committed an act of bankruptcy or is considered insolvent within the meaning of the federal bankruptcy law; or, (e) the Contractor breaches any material term or violates any material provision of this Contract and does not cure such breach or violation within ten (10) calendar days after delivery by LACOE of a written "Notice to Cure Deficiency."

If LACOE elects to terminate this Contract for Default, this termination shall be effective upon delivery of the Notice of Termination to the Contractor, unless a later date is specified in the Notice of Termination. After that, LACOE shall pay the Contractor for services provided through the date of termination and for those allowable costs determined by LACOE to be reasonably necessary to effect this termination. After that, the Contractor shall have no further claims against LACOE under this Contract.

18.4 Termination for Program/Site Closure, Reorganization, or Reduction of Funds

18.4.1 If funds for programs are discontinued or funds are not allocated within LACOE, or a participating public agency, for the continuation of this Contract in whole or in part, LACOE, or participating public agency, may terminate the service(s) under this clause without penalty. LACOE does not guarantee that any services will be requested during the Contract period. In the event of Contract termination, notice shall be given to the Awarded Vendor 30 days before the termination effective date.

19. FAILURE TO COMPLY

If Contractor fails to perform under the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this Contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers will have the right to recover all legal fees, costs, and other expenses incident to securing performance or incurred due to nonperformance.

20. ATTORNEY'S FEES

Should either party have to file any legal action or claim to enforce any provision or resolve any dispute arising under or connected to this Contract, except as stated in the "Failure to Comply" in this Contract, each party shall bear its own attorney's fees and costs in bringing such action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

21. COMPLIANCE WITH LAW

Contractor shall obey all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. Contractor warrants it has all licenses, permits, certificates, and credentials required by law to perform the work specified under this Contract and shall provide evidence of compliance upon request by LACOE.

22. FORCE MAJEURE

If performance on the part of any party shall be delayed or suspended because of circumstances beyond the reasonable control and without the fault or negligence of the party, none of the parties shall incur any liability to the other parties because of this delay or suspension. Circumstances deemed beyond the control of the parties shall include, but not be limited to, acts of God or of the public enemy, insurrection, actions of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, if such circumstances are not caused by the party's willful or negligent acts or omissions, and if they are beyond the party's reasonable control.

The Bidder shall notify Agency or an LEA orally within five (5) business days and in writing within ten (10) business days of the date the Bidder becomes aware or should have reasonably become aware that this cause would prevent or delay its performance. This notification shall (i) describe entirely this cause(s) and its effect on performance, (ii) state whether performance under the Agreement (Purchase Order) is prevented or delayed, and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay, if the nature of the force majeure event does not prevent Bidder from reasonably making this estimation. The Bidder shall have the burden of proving that this cause(s) delayed or prevented its performance despite its careful efforts to perform and shall produce within ten (10) business days of LEA's written request such supporting documentation as the Agency may reasonably request. After receipt of this notification, Agency or the LEA may either cancel the Purchase Order or extend the performance time as reasonably necessary to compensate for the Bidder's delay.

In the event of a declared emergency by competent governmental authorities, the LEA, by notice to the Bidder, may suspend all or a part of the Purchase Order.

23. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into, and executed in Los Angeles County, California. The parties agree
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that any legal action, claim, or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree that this Contract shall be construed, and all disputes hereunder shall be settled under the laws of the State of California.

24. INCORPORATION BY REFERENCE

Any exhibits referenced shall be incorporated and made a part of this Contract.

25. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Every provision of law and clause required by law to be inserted in this Contract shall be deemed inserted herein, and the Contract shall be read and enforced as though it were so inserted and included.

26. RECORD RETENTION AND INSPECTION

Contractor agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent records of this Contract. All records shall be kept and maintained by Contractor and provided to LACOE during the entire Contract term and for a period not less than five (5) years after final payment by LACOE.

27. NO THIRD-PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be considered to confer any rights upon, nor require any parties thereto, to any person or entity other than the parties agreeing as signatories.

28. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any part (s) of LACOE's financial budget affecting the contractual period of this Agreement does not appropriate enough money for these contracted services or related programs, or if grant funds related to these contracted services or related programs are not available for any reason, this Agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to Contractor under this Agreement. In turn, the Contractor shall not have to perform any provisions of this Agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to terminate this Agreement with no liability to LACOE, or LACOE may offer an amendment to this Agreement to reflect the reduced availability of funds.

29. NONDISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties agree to follow all federal, state, and local laws respecting nondiscrimination in employment and non-segregation of facilities, including, but not limited to requirements set out in 41 CFR 60-250.4 and 60-741.4, which equal opportunity clauses are incorporated by reference, including, but not limited to the following and if such provisions apply to the Contractor:

29.1 Employment.

29.1.1 The Contractor shall ensure fairness in how applications are accepted and employees are treated during employment without regard to their race, color, religion, age, sex, ancestry,

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disability, or national origin. This action shall include, but may not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post notices to be provided by the state setting forth the Fair Employment Practices Act in conspicuous places, available to employees and applicants for employment.

29.2 Civil Rights Act.

29.2.2 Contractor assures that it will follow Subchapter VI of the Civil Rights Act of 1964, USC Sections 2000 e (17), to the end that no persons shall, on the grounds of race, creed, color, sex, age, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or any project, program, or activity supported by this Contract.

29.3 Section 504

29.3.1 Contractor assures that it will follow Section 504 of the Rehabilitation Act of 1973 regarding federal financial help administered by the Department of Health and Human Services and the Americans with Disabilities Act (ADA) of 1990; and other applicable nondiscrimination laws.

29.4 Small Businesses, Firms Owned by Minority/Women/Disabled Persons

29.4.1 LACOE desires that small businesses and businesses owned and controlled by women, minorities, and people with disabilities shall have the maximum practicable opportunity to participate in this Contract in the event Contractor subcontracts under this Agreement upon written notification to and approval by LACOE.

30. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, both parties agree to follow the Los Angeles County Board of Education's Policy 3513.3, which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco and marijuana products, including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits using tobacco and marijuana products in LACOE-owned or leased buildings, on LACOE property, and in LACOE vehicles. This includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking.

31. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties certify under penalty of perjury under the laws of the State of California that Contractor will meet the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.) and the Los Angeles County Board of Education's Alcohol and Drug- Free Workplace Policy 4020.

32. FEDERAL AND STATE LAW COMPLIANCES

Contractor shall ensure compliance with the following enumerated federal/state statutes and

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regulations. Contractor shall ensure all contractors, subcontractors, and vendors follow these statutes and regulations as required by law, regulations, and this Agreement.

A. COPELAND ACT

Contracts over two thousand dollars and 00/100 (\$2,000.00) for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick-Back" Act (40 U.S.C. 276a to a-7), as supplemented by Department of Labor regulations (29 CFR Part 5). All suspected or reported violations shall be reported to LACOE by Contractor.

B DAVIS-BACON ACT

The Davis-Bacon Act requires that any contractor, or its subcontractors, hired to construct, renovate or repair (if the Contract exceeds \$2,000) must pay the laborers and mechanics engaged in the construction, renovation, or repair "prevailing rate" wages. Prevailing wages are the higher of those listed with the Federal Department of Labor or the State of California. A Notice of Intent to Begin a Davis-Bacon Project Form must be submitted to LACOE by the Contractor, before commencement of any designated project, using the Notice of Intent to Begin a Davis-Bacon Project Form provided by LACOE. Contractor shall follow the Act and be solely responsible for its enforcement and consequences. Should Contractor (applies to local governments only) use its own employees to renovate or repair facilities, this section does not apply. However, should Contractor contract for the renovation or repair, all provisions of the Davis-Bacon Act are the Contractor's responsibility.

C. COPYRIGHTS

The rights to any report, evaluation, book, or any other material developed by the Contractor under the performance of this sub-award shall belong to LACOE.

D. PUBLIC AND MEDIA RELATIONS

In all communications about this Contract with the press, television, radio, or any other means of communicating with the general public, Contractor shall refer media and inquiries to LACOE as the sponsoring agency. All planned contacts with the media or public officials relative to funding received from LACOE must be reported to the LACOE community outreach program manager within twenty-four (24) hours before any activity by the Contractor. Any unplanned media activity must be reported immediately.

E. CA STATE "HEALTHY SCHOOLS ACT OF 2007"

Child development Contractor must a) provide annual written notification with specified information on pesticides to all staff and parents, (b) provide the opportunity for interested staff and parents to register with the facility if they want to be notified about individual pesticide applications at the school site before they occur, (c) post warning signs at each facility where pesticides will be applied, (d) maintain records of all pesticide use at the facility for four years and make the records available to the public upon request, and (e) inform contractors hired to apply pesticides at the center that the facility must follow the Healthy Schools Act.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Where applicable, all contracts awarded by the Contractor over \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as

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supplemented by Department of Labor regulations (29 CFR Part 5).

G. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the federal award meets the definition of "funding agreement" under 37 CFR Part 401.2 and the Contractor desires to contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must meet the requirements of 37 CFR Part 401, "Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

H. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 USC 1251-1387), AS AMENDED

Contracts and sub-grants of over \$150,000 must have a provision requiring the Contractor to comply with all applicable standards, orders, or regulations issued under the above-referenced acts.

Required standards and policies relating to energy efficiency are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

I. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Contractor certifies to the appropriate tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or trying 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 connections with obtaining any federal contract, grant or any other award covered by 31 USC 1352.

33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR OTHER INELIGIBILITY (FEDERAL EXECUTIVE ORDER 12549)

By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief it and its principals:

- 33.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 33.2 Have not, within three years preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for the commission of fraud or a criminal offense in connection with obtaining, trying to obtain, or performing a public transaction (federal, state or local) or contract under a public transaction; or violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 33.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with the commission of the offenses listed in Section 35.2 above, of this certification; and,
- 33.4 Have not, within three years preceding the execution of this contractual instrument, had one

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or more public transactions (federal, state, or local) terminated for cause of default.

34. RETIREMENT REPORTING

Contractor must reveal to LACOE if any of the Contractor's employees working under this Contract have retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Under California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Contractor's employees have retired from CalSTRS and hours worked limitations if Contractor's employees have retired from CalPERS. If Contractor's employees have retired from either CalSTRS or CalPERS, Contractor should be aware that LACOE must report all payments under this and any additional Agreements in any given year.

35. SEXUAL HARASSMENT PREVENTION TRAINING

If Contractor employs five (5) or more employees, Contractor must provide at least two (2) hours of sexual harassment prevention training and education for all supervisory employees and one (1) hour of such training for all non-supervisory employees. Contractor must also provide sexual harassment prevention training to its temporary or seasonal employees within thirty (30) calendar days after the hire date or within one hundred (100) hours worked if the employee will work for less than six (6) months. Training and education must be provided once every two (2) years after that under California Government Code Section 12950.1.

LACOE reserves the right to request the certification of such training and to terminate this Contract if the Contractor violates this section.

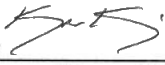
36. EXECUTION REQUIREMENTS

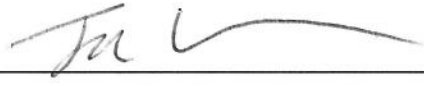
Proper signatures required for the execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counterparts by each party on a separate copy with the same force and effect as though all parties had signed a single original copy. The Parties represent and warrant that those persons signing this Agreement are authorized to execute this Agreement.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

CONTINUITY FOCUS INC.

TL
LJ
AB

By 
Karen Kimmel
Chief Financial Officer

By 
Jon Newman
Typed or Printed Name

Title CTO

Date Feb 28, 2024
mc 2-1
Report 2/14/2024

Date 2/20/2024

Federal Tax ID Number
26-1601499