

CONTRACT AGREEMENT NO. C-24591

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 NTH GENERATION COMPUTING, INC., a California based corporation whose address is 17055 Camino San Bernardo, San Diego, CA 92717, hereinafter referred to as "Contractor", mutually agree as follows:

PREMISES:

- A. On April 23, 2024, LACOE issued Bid #23/24-1719R to competitively solicit offers from qualified bidders to provide computers, software and computer-related equipment under the Standard School Supplies & Equipment bid.
- B. From among the bids received, based on an evaluation of all eligible bids, LACOE has determined that the Contractor's offer is the most advantageous to LACOE, price and other factors considered.
- C. On August 22, 2024, the Superintendent and Executive Cabinet authorized LACOE to contract with the Contractors.

1. SCOPE OF CONTRACT

Contractor shall, in a manner satisfactory to LACOE, provide Computers, Software, and Computer-Related Equipment on an as-needed basis for the category **HP Enterprise**. Contractor asserts that it has the required background, certifications, training, and expertise to do so and agrees to do so in accordance with the terms and conditions of this Contract and IFB.

2. TERM OF CONTRACT

This Contract is effective upon execution and continue full force and effect through December 31, 2024, unless early termination occurs in accordance with the terms of this Contract or extended by written amendment to this contract.

3. COMPLETE CONTRACT DOCUMENTS

The complete contract includes all of the following documents: the notice calling for bids, instruction for bidders, quote sheet, bid response worksheet. information required of bidder, insurance certificates, Epylon Merchant Terms and Conditions, and all modifications, addenda and amendments thereto, by this reference incorporated herein. All of these documents are complementary and what is called for by any one shall be as binding as if called for by all.

4. PURCHASE ORDER

It is understood that this contract does not commit LACOE to pay for services unless and until an authorized Purchase Order is issued. The Purchase Order is the authorization for a Contractor to provide the services as specified.

LACOE shall put forth 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 upon the price(s) as stated in the purchase order and the items actually received and/or any other order discrepancies.

Payment should not be construed by the Contractor as acceptance of the items furnished by the Contractor. Unless Contractor is notified by phone, in writing, or by email, acceptance shall be deemed to have occurred on the first day after delivery of the product to LACOE or upon written acceptance of the completed service. LACOE 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.

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

5. INDEMNIFICATION

Contractor agrees to defend, indemnify, save, and hold harmless LACOE, 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 as a result of the Contractor's performance or failure to perform services under this Contract, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of Contractor pertaining to this Contract. Contractor further agrees to waive all rights of subrogation against LACOE and shall pay for any and all injury, damage, or loss to LACOE. LACOE assumes no responsibility whatsoever for any property placed on the premises. The provisions of 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 solely by the negligence of LACOE.

6. INSURANCE

6.1 Without limiting the Contractor's, its officers', agents', employees', subcontractors', representatives' and volunteers' (collectively hereinafter in this Section referred to as Contractor's) indemnification of LACOE, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers (collectively hereinafter in this Section referred to as LACOE), and as a material condition of this Contract, the Contractor shall procure and maintain at its sole expense, and shall require and cause all of its subcontractors and independent contractors to procure and maintain without expense to LACOE, insurance as required below for the duration of this Contract and any extended period specified. All insurance policies shall be placed with insurers admitted in the State of California and having an A.M. Best rating of not less than A:IX.

6.2 Minimum Scope and Limits of Insurance

6.2.1 Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent 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 not less than \$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.

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

6.2.3 Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.

6.3 Endorsements

The Contractor shall furnish LACOE with certificates of insurance evidencing insurance coverage for commercial general liability, sexual molestation and abuse coverage, workers' compensation, and automobile liability coverage, with an additional insured endorsement showing that LACOE, its Officers, Agents, Employees, Volunteers, and Board is named as an additional insured as to commercial general liability. The certificates and endorsements are to be signed by a person employed and authorized 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 prior to the full execution of this Contract. LACOE reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificates of insurance shall be uploaded to LACOE's third party compliance monitor, MyCOI.

6.4 Other Insurance Provisions

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

6.4.1 The Contractor's insurance coverage shall be primary insurance with respects 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.

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

6.4.3 Coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to LACOE.

6.4.4 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 is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

6.4.5 Subsections 6.4.1 and 6.4.2 shall only apply to the commercial general liability and automobile liability policies.

7. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, 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 as follows:

LACOE: Procurement
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW Building
Downey, CA 90242-2890

Contractor: Mailing Address as shown on Contract

8-10. SECTIONS RESERVED (Intentionally left blank.)

11. 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 for the purpose of securing 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 full amount of such commission, percentage, brokerage, or commission fee.

12. EMPLOYEE FINGERPRINTING

12.1 All Contractors including subcontractors shall be required to comply with the provisions of Education Code Section 45125.1 and 45125.2 to ensure that no Contractor employees or employees of subcontractors who may come in contact and/or may have online/private communication with LACOE pupils in the performance of their duties have been convicted of a violent or serious felony as defined in the California Penal Code Section 677.5 (c) and 1192.7 (c). During the term of the purchase order, the Contractor, including subcontractors, shall comply with the provisions of Education Code Section 45125.1 when LACOE determines that the contractor's employees or employees of subcontractors will have more than limited contact and/or private online communication with LACOE's pupils.

12.2 The Contractor shall:

12.2.1 Provide for the submission of fingerprints of its employees, and the employees of all subcontractors who may have more than limited contact with LACOE pupils, to the California Department of Justice (CDOJ) in a manner authorized by the CDOJ.

12.2.2 Keep, upon receipt from the CDOJ, such clearance documents on file and make them available for inspection by LACOE or its designee, upon request.

12.2.3 Not permit any Contractor employee, or employee of subcontractors, to come in contact with LACOE pupils until CDOJ clearance is ascertained.

12.2.4 Certify, in writing, to the Los Angeles County Board of Education that no Contractor employee or employee of subcontractors who may come in contact

with LACOE pupils has been convicted of a violent or serious felony as defined in California Penal Code Sections 677.5 (c) and 1192.7 (c) respectively.

12.2.5 Provide a list, including periodic updates, of Contractor employees' names and the names of subcontractor employees who have been cleared by the CDOJ and who may come in contact with LACOE pupils.

12.3 If the Contractor fails or refuses to comply with this Section 12, LACOE reserves the right to immediate termination of the Contract at any time for noncompliance.

13. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, Contractor is an Independent Contractor and not an officer, employee or agent of LACOE. Contractor shall not at any time or in any manner 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 (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent Contractor including, but not limited to, being hired on a temporary basis, having some 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.

14. ASSIGNMENT

Contractor shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, Contractor shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom Contractor intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

15. INTEGRATION

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

16. MODIFICATION

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

17. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or 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.

18. SEVERABILITY / WAIVER

18.1. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

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

19. AMENDMENTS

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

20. TERMINATION

20.1 Scope.

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 "Notice of Termination".

Immediately upon any termination, Contractor shall stop work and take all reasonable steps to not incur additional costs associated with this Contract, except those costs necessary to close-out business on this Contract. Additional costs shall be reviewed by LACOE and must be deemed allowable before payment is made.

The rights and remedies of LACOE set forth 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.

20.2 Termination for Convenience.

If LACOE elects to terminate this Contract for its convenience, such termination shall be effective upon delivery of said Notice of Termination to the Contractor, unless a later date is specified in the Notice of Termination. Thereafter, 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 such termination. Thereafter, the Contractor shall have no further claims against LACOE under this Contract.

20.3 Termination for Default.

LACOE may terminate this Contract for 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 deemed to have occurred if the Contractor has ceased to pay 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, such termination shall be effective upon delivery of said Notice of Termination to the Contractor, unless a later date is specified in the Notice of Termination. Thereafter, 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 such termination. Thereafter, the Contractor shall have no further claims against LACOE under this Contract.

21. FAILURE TO COMPLY

In the event Contractor fails to perform in accordance with 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 shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

22. ATTORNEY'S FEES

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

23. COMPLIANCE WITH LAW

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

24. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts 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, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

The Bidder shall notify the Agency (LEA) orally within five (5) business days and in writing within ten (10) business days of the date on which the Bidder becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such 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 such estimation. The Bidder shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce within ten (10) business days of LEAs written request such supporting documentation as the Agency (LEA) may reasonably request. After receipt of such notification, the LEA may elect either to cancel the purchase order or to extend the time for performance 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 portion of the purchase order.

25. GOVERNING LAW /FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree 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 this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

26. INCORPORATION BY REFERENCE

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

27. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

28. 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 pertaining to this Contract. All records shall be kept and maintained by Contractor and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

29. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

30. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, 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, and the Contractor shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or

LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

31. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agree to comply with all Federal, state and local laws respecting non-discrimination 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 hereby incorporated by reference, including, but not limited to the following and to the extent that such provisions are applicable to the Contractor:

31.1 Employment.

The Contractor shall ensure fairness in the manner that applications are accepted and employees are treated during employment without regard to their race, color, religion, age, sex, ancestry, disability, or national origin. Such action shall include, but may not be limited to the following: 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 in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of the Fair Employment Practices Act.

31.2 Civil Rights Act.

Contractor hereby assures that it will comply with 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 under any project, program, or activity supported by this Contract.

31.3 Section 504.

Contractor hereby assures that it will comply with Section 504 of the Rehabilitation Act of 1973 with regard to federal financial assistance administered by the Department of Health and Human Services and the Americans with Disabilities Act (ADA) of 1990; and other applicable nondiscrimination laws.

31.4 Small Businesses, Firms Owned by Minority/Women/Disabled

It is LACOE's desire that small businesses and businesses owned and controlled by women, minorities and persons 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.

32. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with 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/or marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the

use of tobacco and/or marijuana products at any time 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.

33. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that Contractor will comply with 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.

34. FEDERAL AND/OR STATE LAW COMPLIANCES

Contractor shall ensure compliance with the following Federal/State statutes and regulations. Contractor shall ensure all contractors, sub-contractors and vendors comply with the following statutes and regulations as required by law, regulations and this Agreement.

A. COPELAND ACT

Contracts in excess of 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 sub-contractors, 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, prior to commencement of any designated project, using the Notice of Intent to Begin a Davis-Bacon Project Form provided by LACOE. Contractor shall comply with the Act and be solely responsible for its enforcement and consequences. Should Contractor (applies to local governments only) use its own employees for the renovation or repair of facilities, this section does not apply. However, should Contractor contract for the renovation or repair, all provisions of the Davis-Bacon Act are the responsibility of the Contractor.

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 with the press, television, radio, or any other means of communicating with the general public, Contractor shall make specific reference to LACOE as the sponsoring agency. All planned contacts with the media or public officials relative to funding received from LACOE must be reported within twenty-four (24) hours prior to activity by the Contractor to the LACOE community outreach program manager. 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 of the facilities 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 comply with the Healthy Schools Act.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Where applicable, all contracts awarded by the Contractor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as 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 enter into a 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 comply with 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 amounts in excess of \$150,000 must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the above-referenced acts.

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

J. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180.

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not, within a three-year period preceding the execution of this Contractor Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or local) or 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;

3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State, or local), with commission of any of the offenses enumerated in Section B above, of this certification; and
4. Have not, within a three-year period preceding the execution of this Contractor Agreement, had one or more public transactions (Federal, State, or local) terminated for cause of default.

K. 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. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connections with obtaining any Federal contract, grant or any other award covered by 31 USC 1352.

35. 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 that it and its principals:

- 35.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 35.2. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a 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;
- 35.3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 35.2 above, of this certification; and,
- 35.4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

36. RETIREMENT REPORTING

Contractor must disclose to LACOE if any of 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"). Pursuant to 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 is required to report all payments under this and any additional Agreements in any given year.

37. 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 to all supervisory employees and one (1) hour of such training to 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 thereafter, pursuant to California Government Code Section 12950.1.


LACOE reserves the right to request for certification of such training and to terminate this Contract if the Contractor fails to comply with this section.

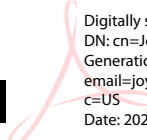
38. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed 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

NTH GENERATION COMPUTING, INC.

By 
Terri Lyttaker (Sep 3, 2024 12:36 PDT)
Terri Lyttaker
Controller

By **Joyce Russell** 
Digitally signed by Joyce Russell
DN: cn=Joyce Russell, o=Nth
Generation Computing, Inc., ou,
email=joyce.russell@nth.com,
c=US
Date: 2024.08.29 10:06:09 -07'00'

Joyce Russell
Typed or Printed Name

Title EVP/CEO

Date Sep 3, 2024
pb 8/28
Report 10/2/2024

Date 08/29/24

Federal Tax ID Number
33-0451285



Signature: 

Email: choi_michael@lacoedu.edu