

AGREEMENT BETWEEN COUNTY OF MONTEREY AND ADVANCED COMPUTER TECHNOLOGY SOLUTIONS, INC. DBA ALLIANCE CAREER TRAINING SOLUTIONS

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and **Advanced Computer Technology Solutions, Inc. dba Alliance Career Training Solutions**, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP #10533) for Personal Computer Application Training & Consulting Services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP # 10533 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10533. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT

RFP #10533 dated January 14, 2016, including all attachments and exhibits

Addendum #1

CONTRACTOR'S Proposal dated February 22, 2016,

Exhibit A: Pricing

Exhibit B: Withdrawal & Retake Policy

- 1.2 These documents are on file with the Contracts/Purchasing Division.

- 1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, RFP #10533, Addendum #1, CONTRACTOR'S Proposal, including all attachments and exhibits.
- 1.4 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.5 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - 1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF SERVICE

The SCOPE OF WORK includes but is not limited to the following:

2.1 Training/Location:

- 2.1.1 Instructor led trainings shall be provided by CONTRACTOR at their facility (parking must be provided free of cost to employee)
- 2.1.2 A County Department may request a customized on-site training and in that event will provide an optional on-site location available for use by CONTRACTOR if deemed necessary in order for trainings to be available.
- 2.1.3 Software used by CONTRACTOR for training purposes on site at County facility shall be purchased by CONTRACTOR in addition to costs associated for internal Information Technology Department (ITD) support for loading of course software on County training PC's.
- 2.1.4 Host live online trainings for employees using GoToMeetings or equivalent software programs that meet ITD safety capability.

- 2.1.5 Provide training manuals, guides, and resources to employees for additional support.
- 2.1.6 Provide customer service via phone or email for inquiries that include but are not limited to: course information, downloading of training guides, employee support for specific software features, plus registration and payment processing inquiries.

2.2 Marketing:

- 2.2.1 CONTRACTOR shall periodically meet with County ITD staff during scheduled debrief sessions to strategize approaches to advertisement of computer training to employees.
- 2.2.2 CONTRACTOR shall produce monthly electronic marketing fliers for employee advertisement.
- 2.2.3 All course advertisements produced by CONTRACTOR shall be made available through the County ITD website and will interface with County's Learning Management System (LMS).
- 2.2.4 CONTRACTOR shall develop a computer training calendar bi-annually in coordination with Monterey County's ITD staff to provide employee options.
- 2.2.5 CONTRACTOR shall produce a course catalog for employees; CONTRACTOR will update the course catalog annually (or as needed) to maintain accurate course availability and information

2.3 Registration:

- 2.3.1 Registration of CONTRACTOR sponsored courses shall be loaded and managed by CONTRACTOR through the County's LMS system.
- 2.3.2 CONTRACTOR shall provide employee requested assistance for self-enrollment process.

2.4 Needs Assessment/Strategic Planning:

- 2.4.1 CONTRACTOR shall provide course evaluations to employees after each course; evaluations will be submitted to ITD staff.
- 2.4.2 CONTRACTOR shall work, coordinate and strategize with the office of Learning and Organizational Development (LOD) and ITD to develop courses that benefit County departments.

2.4.3 CONTRACTOR shall maintain data collection of performance measures on courses offered.

2.5 CONTRACTOR shall be able to provide training in the following disciplines including, but not limited to the following categories, subjects, or titles:

End User Training-Microsoft Suites

- 2.5.1 Office Pro 2007
- 2.5.2 Office Pro 2010
- 2.5.3 Office Pro 2013
- 2.5.4 Webex Microsoft Suite Training
- 2.5.5 Customized classroom and online Microsoft Suite Training

End User Training- Other Training Subjects

- 2.5.6 Adobe Acrobat
- 2.5.7 Business Skills (examples: Business Writing & Grammar, Effective Presentations, Organizational Skills, Project Management Fundamentals, Time Management, etc.)
- 2.5.8 Crystal Reports
- 2.5.9 Adobe Flash
- 2.5.10 Adobe Illustrator
- 2.5.11 Adobe Dreamweaver
- 2.5.12 Microsoft Expression Web
- 2.5.13 Introduction to Personal Computing
- 2.5.14 Adobe Photoshop
- 2.5.15 Microsoft Project
- 2.5.16 Microsoft Publisher
- 2.5.17 QuickBooks
- 2.5.18 Visio Professional
- 2.5.19 Visual Basic
- 2.5.20 Microsoft Windows (Excel, PowerPoint, Word, Outlook)
- 2.5.21 SharePoint 2010
- 2.5.22 SharePoint 2013
- 2.5.23 Mindjet MindManager
- 2.5.24 Vision Internet or other equivalent website development tools
- 2.5.25 On-line or Webex versions of any of the above trainings

3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence with the signing of the AGREEMENT through and including **May 31, 2019**, with the option to extend the AGREEMENT for two (2) additional one (1) year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.
- 3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing. CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the Agreement.
- 3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this Section 4. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
 - 4.3.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County Contracts/Purchasing Officer in writing.
- 4.6 Tax:
 - 4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
 - 4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal

Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the department requesting services.
- 5.2 CONTRACTOR shall reference the RFP number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included in the AGREEMENT must be approved by County in writing via an Amendment.

6.0 STANDARD INDEMNIFICATION

- 6.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

7.0 INSURANCE REQUIREMENTS

7.1 Evidence of Coverage:

7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.2 Qualifying Insurers: All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less

than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- 7.3.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

8.0 RECORDS AND CONFIDENTIALITY

- 8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- 8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors

related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.

- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

11.0 CONFLICT OF INTEREST

- 11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.
- 11.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.0 DRUG FREE WORKPLACE

- 13.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

14.0 TIME OF ESSENCE

- 14.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

- 15.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.
- 15.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

16.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

- 16.1 In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

17.0 FORCE MAJEURE

- 17.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 17.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 17.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

18.0 TRAVEL REIMBURSEMENT

- 18.1 Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. A copy of County's Travel Policy is available on the Auditor-Controller's web site at: <http://www.co.monterey.ca.us/auditor/policy.htm>.

19.0 NON-APPROPRIATIONS CLAUSE

- 19.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for County for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, County will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for County or are otherwise available for payments. To the extent permitted by

law, this provision will not be construed so as to permit County to terminate this AGREEMENT in order to acquire or lease any other equipment or to allocate funds directly or indirectly to perform the same application and in the same manner for which the equipment is intended.

20.0 WARRANTY BY CONTRACTOR

- 20.1 CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. Time is of the essence of this AGREEMENT. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.
- 20.2 Waste Removal: Once the collection of waste materials has commenced, CONTRACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. County shall not take responsibility for the accidental or purposeful discharge or release of any waste material.

21.0 DAMAGE

- 21.1 CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of CONTRACTOR or his employee while working on County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this AGREEMENT.

22.0 GUARANTEE OF MALWARE FREE GOODS

- 22.1 All software/hardware purchased must be free of malicious code such as viruses, Trojan horse programs, worms, spyware, etc. Validation of this must be written into the contract. Malicious code or malware (short for malicious software) is defined as software (or firmware) designed to damage or do other unwanted actions on a computer system. Common examples of malware include viruses, worms, Trojan horses and spyware. Viruses, for example, can cause havoc on a computer's hard drive by deleting files or directory information. Spyware can gather data from a user's system without the user knowing it. This can include anything from the web pages a user visits to personal information, such as credit card numbers.

23.0 INTELLECTUAL PROPERTY RIGHTS

- 23.1 All data provided by County belongs to County. All records compiled by CONTRACTOR in completing the work described in this AGREEMENT, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of County. Use or distribution of County data by CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from County.
- 23.2 For systems hosted or stored on equipment not owned by County, CONTRACTOR shall furnish all data to County upon request by County at any time during the term of this AGREEMENT in a useable format as specified by County and at no additional cost to County.
- 23.3 Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT.

24.0 PATENT AND COPYRIGHT INDEMNITY

- 24.1 CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to County under this AGREEMENT infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless County, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
- 24.1.1 If CONTRACTOR is obligated to defend County pursuant to this Section 24.0 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
- 24.1.2 In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for County the right to continue using the CONTRACTOR

Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

- 24.2 County retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR products infringe any patent, copyright, or other intellectual property right.

25.0 BACKGROUND CHECKS

- 25.1 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.
- 25.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.
- 25.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).
- 25.1.3 EXCEPTION: personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.
- 25.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

26.0 ACCESSIBILITY

- 26.1 CONTRACTOR shall inform itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible.

27.0 NOTICES

- 27.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm

receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
1488 Schilling Place
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
derrm@co.monterey.ca.us

TO CONTRACTOR:

Alex Sanchez
Advanced Computer Technology Solutions dba
Alliance Career Training Solutions
333 Abbott Street, Suite B
Salinas, CA 93901
Tel. No.: (831) 755-8200
FAX No.: (831) 755-8615
Alex@AllianceTrains.com

28.0 LEGAL DISPUTES

- 28.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 28.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 28.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 28.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY


Contracts/Purchasing Officer

Dated: 21 June 2016

Approved as to Fiscal Provisions:

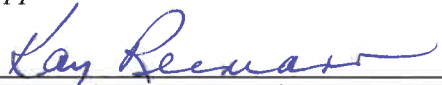
Deputy Auditor/Controller

Dated: 4-19-16

Approved as to Liability Provisions:

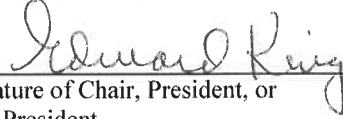
Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

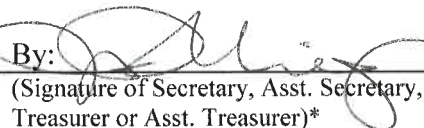
Dated: 4/15/16

CONTRACTOR

By: 
Signature of Chair, President, or Vice-President

EDWARD King Present
Printed Name and Title

Dated: 4/11/16

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Julie King VPGC Secretary
Printed Name and Title

Dated: 4/11/16

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT A: Pricing Schedule

I. INSTRUCTOR-LED CLASSROOM TRAINING

Course Topic	Course Level	Course Length	Course Delivery	County Rate Per Student Per Day	Minimum # of Students	Maximum # of Students
Office Professional 2007, 2010, 2013						
Excel – Level 1	1	1 Day	Classroom	\$195	3	20
Excel – Level 2	2	1 Day	Classroom	\$195	3	20
Excel – Level 3	3	1 Day	Classroom	\$195	3	20
Excel – Level 4	4	1 Day	Classroom	\$195	3	20
Office 2007/2010/2013 New Features	1	1 Day	Classroom	\$195	3	20
Outlook – Intro	1	Half-Day	Classroom	\$99	3	20
Outlook – Advanced	2	Half-Day	Classroom	\$99	3	20
PowerPoint – Level 1	1	1 Day	Classroom	\$195	3	20
PowerPoint – Level 2	2	1 Day	Classroom	\$195	3	20
Windows / Intro. to Personal Computing	1	1 Day	Classroom	\$195	3	20
Word – Level 1	1	1 Day	Classroom	\$195	3	20
Word – Level 2	2	1 Day	Classroom	\$195	3	20
Word – Level 3	3	1 Day	Classroom	\$195	3	20
Database Applications						
Access – Level 1	1	2 Days	Classroom	\$225	3	20
Access – Level 2	2	2 Days	Classroom	\$225	3	20
Access – Level 3	3	2 Days	Classroom	\$225	3	20
Crystal Reports – Level 1	1	2 Days	Classroom	\$325	3	20
Crystal Reports – Level 2	2	2 Days	Classroom	\$325	3	20
Programming for Applications						
Access Programming w/VBA	N/A	3 Days	Classroom	\$325	3	20
Excel Programming w/VBA	N/A	3 Days	Classroom	\$325	3	20
Intro to Visual Basic (VBA)	N/A	2 Days	Classroom	\$325	3	20
SQL – Level 1	1	1 Day	Classroom	\$325	3	20
SQL – Level 2	2	1 Day	Classroom	\$325	3	20
Web Development / Collaboration						
Dreamweaver – Level 1	1	2 Days	Classroom	\$275	3	20
Dreamweaver – Level 2	2	2 Days	Classroom	\$275	3	20

Course Topic	Course Level	Course Length	Course Delivery	County Rate Per Student Per Day	Minimum # of Students	Maximum # of Students
Expression Web – Level 1	1	2 Days	Classroom	\$275	3	20
Expression Web – Level 2	2	2 Days	Classroom	\$275	3	20
FrontPage Levels – Level 1	1	1 Day	Classroom	\$225	3	20
FrontPage Levels – Level 2	2	1 Day	Classroom	\$225	3	20
HTML – Level 1	1	1 Day	Classroom	\$275	3	20
HTML – Level 2	2	1 Day	Classroom	\$275	3	20
SharePoint End-User – Level 1a	1a	1 Day	Classroom	\$275	3	20
SharePoint End-User – Level 1b	1b	1 Day	Classroom	\$275	3	20
SharePoint End-User – Level 2	2	2 Days	Classroom	\$275	3	20
Desktop Publishing						
InDesign – Level 1	1	2 Days	Classroom	\$275	3	20
InDesign – Level 2	2	1 Day	Classroom	\$275	3	20
Publisher – Level 1	1	1 Day	Classroom	\$225	3	20
Publisher – Level 2	2	1 Day	Classroom	\$225	3	20
Graphics, Illustration & Multimedia						
Acrobat – Level 1	1	1 Day	Classroom	\$275	3	20
Acrobat – Level 2	2	1 Day	Classroom	\$275	3	20
CorelDraw – Level 1	1	2 Days	Classroom	\$275	3	20
Fireworks – Level 1	1	1 Day	Classroom	\$275	3	20
Fireworks – Level 2	2	1 Day	Classroom	\$275	3	20
Flash – Level 1	1	1 Day	Classroom	\$275	3	20
Flash – Level 2	2	1 Day	Classroom	\$275	3	20
Illustrator – Level 1	1	2 Days	Classroom	\$275	3	20
Illustrator – Level 2	2	1 Day	Classroom	\$275	3	20
Photoshop – Level 1	1	2 Days	Classroom	\$275	3	20
Photoshop – Level 2	2	2 Days	Classroom	\$275	3	20
Project Management						
Project – Level 1	1	2 Days	Classroom	\$225	3	20
Project – Level 2	2	2 Days	Classroom	\$225	3	20
Visio – Level 1	1	1 Day	Classroom	\$225	3	20
Visio – Level 2	2	1 Day	Classroom	\$225	3	20
Financial & Accounting						
QuickBooks – Level 1	1	2 Days	Classroom	\$225	3	20
QuickBooks – Level 2	2	2 Days	Classroom	\$225	3	20

Course Topic	Course Level	Course Length	Course Delivery	County Rate Per Student Per Day	Minimum # of Students	Maximum # of Students
Business Classes						
Business Writing & Grammar Skills - Level 1	1	1 Day	Classroom	\$225	3	20
Business Writing for Professionals - Level 2	2	1 Day	Classroom	\$225	3	20
Change Management	N/A	1 Day	Classroom	\$225	3	20
Effective Presentations	N/A	1 Day	Classroom	\$225	3	20
MindJet Mind Manager	N/A	1 Day	Classroom	\$225	3	20
Organizational Skills	N/A	1 Day	Classroom	\$225	3	20
Project Management Fundamentals	N/A	1 Day	Classroom	\$225	3	20
Time Management	N/A	1 Day	Classroom	\$225	3	20
Vision Internet or Other Equivalent Website Development Tool	N/A	1 Day	Classroom	\$275	3	20
On-line GoToMeeting or Webex versions of any of the above training	N/A	1 Day	Classroom	Cost Varies	3	20
Customized classroom and online Microsoft Suite training	N/A	1 Day	Classroom	Cost Varies	3	20
GoToMeeting	N/A	1 Day	Classroom	Cost Varies	3	20

**ADDITIONAL INSTRUCTOR-LED CLASSROOM TRAINING
FROM WHICH THE COUNTY WOULD BENEFIT**

Course Topic	Course Level	Course Length	Course Delivery	County Rate Per Student Per Day	Minimum # of Students	Maximum # of Students
CyberSafe for IT Professionals	N/A	1 Day	Classroom	\$195	3	20
CyberSafe for Non-Techies	N/A	Half-Day	Classroom	\$99	3	20
iPad/iPod - Hidden Tricks & Tips	N/A	3 Hours	Classroom	\$49	3	20
Sexual Harassment, Discrimination & Bullying	N/A	2 Hours	Classroom	\$49	3	20
Employment Law Basics for Supervisors	N/A	1 Day	Classroom	\$195	3	20
Employment Law Updates 2016	N/A	Half-Day	Classroom	\$99	3	20
Business Contracts Law I	N/A	Half-Day	Classroom	\$99	3	20
Business Contracts Law II	N/A	Half-Day	Classroom	\$99	3	20
Business Ethics and Social Responsibilities	N/A	Half-Day	Classroom	\$99	3	20
Bookkeeping Fundamentals	N/A	2 Days	Classroom	\$225	3	20
CompTIA A+ Certification Training	N/A	16 Weeks	Classroom	\$1,995	3	20
CompTIA Network+ Certification Training	N/A	10 Weeks	Classroom	\$1,995	3	20

Course Topic	Course Level	Course Length	Course Delivery	County Rate Per Student Per Day	Minimum # of Students	Maximum # of Student
CompTIA Security+ Certification Training	N/A	10 Weeks	Classroom	\$1,995	3	20
CompTIA Security+ Certification (Boot Camp)	N/A	7 Saturdays	Classroom	\$1,995	3	20
Excel PivotTables	N/A	Half-Day	Classroom	\$195	3	20
Excel PowerPivot	N/A	1 Day	Classroom	\$325	3	20
WordPress	N/A	1 Day	Classroom	\$275	3	20
OneNote	N/A	1 Day	Classroom	\$195	3	20
Intro to InfoPath with SharePoint Workflows	N/A	1 Day	Classroom	\$275	3	20
Intro to Mac for PC Users	N/A	1 Day	Classroom	\$195	3	20
What Good Managers Do: The First 100 Days	N/A	1 Day	Classroom	\$225	3	20
Creating a Winning Management Style	N/A	1 Day	Classroom	\$225	3	20
Advance Communication Skills for Managers	N/A	1 Day	Classroom	\$225	3	20

TESTING SERVICES

Course Topic ⁽¹⁾	Course Level	Course Length	Course Delivery	Price per Student or per topic ⁽²⁾	Minimum # of Students	Maximum # of Students
Pearson VUE Testing						
CompTIA A+	N/A	N/A	On-line	Cost Varies	1	6
CompTIA Network+	N/A	N/A	On-line	Cost Varies	1	6
CompTIA Security+	N/A	N/A	On-line	Cost Varies	1	6
Microsoft IT Certs	N/A	N/A	On-line	Cost Varies	1	6
ITIL Foundation	N/A	N/A	On-line	Cost Varies	1	6
Certiport Testing ⁽³⁾						
Word	N/A	N/A	On-line	Cost Varies	1	5
Excel	N/A	N/A	On-line	Cost Varies	1	5
Outlook	N/A	N/A	On-line	Cost Varies	1	5
Access	N/A	N/A	On-line	Cost Varies	1	5
PowerPoint	N/A	N/A	On-line	Cost Varies	1	5
QuickBooks	N/A	N/A	On-line	Cost Varies	1	5
PAN Testing						
Pre-Employment Test	N/A	N/A	On-line	Cost Varies	1	8
Castle Testing						
Pre-Employment Test	N/A	N/A	On-line	Cost Varies	1	8

⁽¹⁾ Test Companies offer many other tests. Please visit their websites for lists of additional tests.

⁽²⁾ Testing Centers prices are set by the Companies providing them.

⁽³⁾ County employees will not be charged a Proctor Fee of \$35.00 for testing. (More savings for the County!)

VALUE-ADDED SERVICES

Service	County Rate
Customized training development and course set-up fees	\$175 / hour
Customized courseware per student	\$10 / book
One-on-One training	\$125 / hour
Equipment supplies	Cost Varies
On-line training, Webex, GotoMeeting	Cost Varies
Software student assessment tools, pre and/or post	\$35 / test
Additional management reporting	\$175 / hour
Room rental - up to 20 workstations	\$900 / day
Room rental - no workstations	\$500 / day
DLP projector rental	\$250 / day
Alliance is also a testing center where County employees may take certification testing in: Pearson VUE, Certipoint, Pan, and Pass	Cost Varies
For any Value-Added Services, Alliance Career Training Solutions will notify the County Department requesting the service of the total cost and wait for the Department to approve that cost in writing before starting services.	

EXHIBIT B: Withdrawal & Retake Policy

Alliance Career Training Solutions sends the following notice to all students in its class confirmation email:

Reschedule / Cancellation Policy

If you need to reschedule or cancel your class, please notify Alliance Career Training Solutions at least 5 business days prior to applications training and 10 business days prior to technical training, and we will gladly accommodate your request. If fewer than the required notice is given, we regret that we cannot give refunds, although we can schedule you into the same class at a later date.

Alliance Career Training Solutions will gladly reschedule the class one time, at no charge.

Early Withdrawal

Students who withdraw from a class at least 5 business days (for applications classes, or 10 business days for technical classes) prior to the start date of the class are considered "Early Withdrawals." If a student withdraws from a class during the "early withdrawal" period and does not schedule another class, the student will not be charged for the class.

Late Withdrawal/No Show

If a student withdraws from a class with fewer than 5 business days' notice (or 10 days for technical classes), or fails to show up for the class, then the enrollment is considered to be a *Late Withdrawal* or a *No Show* and the student will be charged for the class. However, the student can reschedule the same class on another date, so long as it starts within six months in accordance with the Retake Policy (below).

If You're Running Late

If a student is more than 15 minutes late to class, his or her seat may be given to another student waiting on Standby. If you are going to be more than 10 minutes late, it is a good idea to call us to let us know you are still coming. Students who arrive more than 20 minutes late may not be admitted to a class, as it is an unfair interruption to the instructor and the other students who arrived on time.

Retake Policy

Students are allowed to retake a class one time, at no additional charge, so long as the second class starts within 6 months of the start date of the original class and provided there is space available in the second class.