



SUBORDINATE CONTRACT NO. MA-060-18011289 with KML Enterprises Career Development LLC dba New Horizons Learning Group is hereby issued per the terms and conditions of Regional Cooperative Agreement RCA-017-18010008 for Computer Related Training Services.

This Contract MA-060-18011289 is made and entered into upon execution of all necessary signatures between KML Enterprises Career Development LLC dba New Horizons Learning Group, having its principal place of business at 1900 S State College, Suite 100, Anaheim, CA 92806 (hereinafter referred to as "Contractor"), and the County of Orange, a political subdivision of the State of California (hereinafter referred to as "County"), acting through the Orange County Sheriff-Coroner Department, with a place of business at 320 N. Flower Street, 2nd Floor, Santa Ana, CA 92703 (hereinafter referred to as "Sheriff-Coroner"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachment, which is incorporated by reference into this Subordinate Contract:

Attachment A – Regional Cooperative Agreement No. RCA-017-18010008

RECITALS

WHEREAS, the County of Orange, acting through the County Executive Office, and Contractor executed a Regional Cooperative Agreement RCA-017-18010008 on October 31, 2017 for Computer Related Training Services (hereinafter referred to as "RCA"), now in effect from February 1, 2018 through and including January 31, 2021; and

WHEREAS, Term 4 of the RCA, entitled "Regional Cooperative Agreements (RCA)", allows other California local or state governmental entitled to utilize the RCA with the same provision and pricing; and

WHEREAS, County, acting through the Sheriff-Coroner, and Contractor desire to enter into a Subordinate Contract for Computer Related Training Services pursuant to the terms, conditions and pricing of the RCA, which is attached hereto and incorporated herein by reference as Attachment A;

NOW, THEREFORE, the parties mutually agree:

1. **Scope of Contract:** This Subordinate Contract specifies the terms and conditions by which the County, acting through the Sheriff-Coroner, will procure Computer Related Training Services from the Contractor (hereinafter referred to as "Services") as more fully detailed in Attachment A, Regional Cooperative Agreement RCA-017-18010008.
2. **Term of Subordinate Contract:** This Subordinate Contract shall commence upon execution of all necessary signatures by the Parties and continue through January 31, 2021, unless otherwise terminated by the County pursuant to the termination provision of the RCA or renewed by a duly executed written amendment between the Parties according to the RCA.



SUBORDINATE CONTRACT

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Compensation & Payment:** Contractor agrees to provide the Services in accordance with the terms and condition of the RCA, including its attachments, and at the fixed rates as set forth in Attachment B – Payment / Compensation of the RCA. The total cost of this Subordinate Agreement shall not exceed \$497,800. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.
5. **Invoicing:** Invoicing shall be done in accordance with the terms and conditions of Attachment B – Payment / Compensation of the RCA. Vendor shall reference Subordinate Contract MA-060-18011289 on invoices. Invoices are to be submitted to the Sheriff-Coroner division requesting the Services:

County of Orange 2651 Hotel Terrace Santa Ana, CA 92705 Attn: Office Supervisor	OCSD/Crime Lab 320 N. Flower Street Santa Ana, CA 92703 Attn: Maria Manriquez
OCSD/Administration 550 N. Flower Street Santa Ana, CA 92703 Attn: Donna Muleady	OCSD/Jail Commissary 1530 S. State College Blvd. Anaheim, CA 92806 Attn: Christina Chavez
OCSD/Facilities Operations 431 The City Drive South Orange, CA 92868 Attn: Elizabeth Ochoa	OCSD/Info Systems 320 N. Flower Street Santa Ana, CA 92703 Attn: Bonnie Blackburn

6. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.



SUBORDINATE CONTRACT

Contractor:

KML Enterprises Career Development LLC
 dba New Horizon Learning Group
 1900 S. State College, Ste. 100
 Anaheim, CA 92806
 Attn: Eddie Gonzalez
 714-221-3186

County:

County of Orange 2651 Hotel Terrace Santa Ana, CA 92705 Attn: Office Supervisor 714-668-4405	OCSD/Crime Lab 320 N. Flower Street Santa Ana, CA 92703 Attn: Maria Manriquez 714-834-6301
OCSD/Administration 550 N. Flower Street Santa Ana, CA 92703 Attn: Donna Muleady 714-647-7026	OCSD/Jail Commissary 1530 S. State College Blvd. Anaheim, CA 92806 Attn: Christina Chavez 714-834-5621
OCSD/Facilities Operations 431 The City Drive South Orange, CA 92868 Attn: Elizabeth Ochoa 714-935-6841	OCSD/Info Systems 320 N. Flower Street Santa Ana, CA 92703 Attn: Bonnie Blackburn 714-834-3184

Assigned DPA:

County of Orange
 Sheriff-Coroner Department/Purchasing Services Unit
 320 N. Flower Street, 2nd Floor
 Santa Ana, CA 92703
 Attn: Olivia Prudencio, DPA
 Ph: 714-834-6687

- Signature Page follows -



The Parties hereto have executed this Contract MA-060-18011289 on the dates shown opposite their respective signatures below.

CONTRACTOR* KML Enterprises Career Development LLC

Ryan Landry President
Print Name Title

[Signature] 03/12/2018
Signature Date

Shelley Fajardo CFO
Print Name Title

[Signature] 3/13/18
Signature Date

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange, a political subdivision of the State of California

Print Name Title

Signature Date

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: [Signature]
Deputy



ATTACHMENT A

Regional Cooperative Agreement RCA-017-18010008



COUNTY OF ORANGE
MASTER AGREEMENT
COUNTY PROCUREMENT OFFICE

**FOR INTERNAL COUNTY USE
 ONLY. THIS IS NOT A LEGAL
 DOCUMENT. DO NOT
 DISTRIBUTE TO VENDOR.**

CONTRACT INFORMATION**MA NUMBER: RCA-017-18010008 v1 - WF Unit: 5200****NOT TO EXCEED AMOUNT: \$0.00**

Begin Date:02/01/2018
 Expiration Date:01/31/2021
 Board-Award Date:
 Board Award Number:
 Modification Date:10/31/2017
 Contract Type:Service
 Cited Authority:DPA: Contract Policy Manual Thresholds Allow

Record Date:10/31/2017
 Procurement Folder:C009296
 Procurement Type:Request for Bids - RFB
 Replaces Award Document:- -
 Replaced by Award Document:- -
 RCA Code:18010008
 RCA Description:COMPUTER RELATED TRAINING SRVC

COUNTY CONTACTS**REQUESTOR:**

LYNN COLLINS
 XXX-XXX-XXXX
 LYNN.COLLINS@OCGOV.COM

ISSUER:

GRACE SCOTT
 GRACE.SCOTT@OCGOV.COM

BUYER:

GRACE SCOTT
 GRACE.SCOTT@OCGOV.COM

CONTRACT DESCRIPTION

RCA - COMPUTER RELATED TRAINING SERVICES

THIS IS A COMPETITIVELY BID REGIONAL COOPERATIVE AGREEMENT (RCA) FOR COMPUTER RELATED TRAINING SERVICE.S THIS CONTRACT IS AVAILABLE FOR USE IN ACCORDANCE WITH THE ATTACHED PRICING, SCOPE OF WORK, TERMS AND CONDITIONS. OTHER PUBLIC ENTITIES, UTILIZING THIS AGREEMENT, SHOULD MAKE THEIR OWN DETERMINATION WHETHER THIS RCA CONTRACT IS CONSISTENT WITH THEIR PROCUREMENT POLICIES AND REGULATIONS.

RCA CONTRACT USAGE INSTRUCTIONS:

USAGE INSTRUCTION TO COUNTY DEPUTY PURCHASING AGENTS (DPA'S): 1) DEPARTMENTS MAY ISSUE MA-DO, CT, OR PO (FOR ONE-TIME PURCHASE ONLY) REFERENCING THE RCA NUMBER IN THE "EXTENDED DESCRIPTION" TEXT FIELD OF THE CAPS+ DOCUMENT; 2) IN THE HEADER OF THE CAPS+ PAGE, IN THE REPORTING SECTION, REPORTING 2 FIELD, SELECT 18010008 TO INDICATE COMPUTER RELATED TRAINING SRVC; 3) PROVIDE SERVICE LOCATION(S); AND 4) INVOICING INSTRUCTIONS TO THE VENDOR. 5) BE AWARE OF CANCELLATION, RETAKE, REFUND POLICIES PER ATTACHMENT A, SCOPE OF SERVICES.

VENDOR INFORMATION**Name/Address:**

VC0000000884:KML ENTERPRISES CAREER DEVELOPMENT LLC
 DBA NEW HORIZONS LEARNING GROUP
 1900 S STATE COLLEGE STE 100

ANAHEIM, CA 92806-6136

Contact:

EDDIE GONZALEZ
 714-221-3186
 EGONZALEZ@NHLEARNINGGROUP.COM

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
1	0.00000		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00

Commodity Code: 92440 - Instructor-led, Classroom Training (Technical)
 OPEN ENROLLMENT AND DEDICATED CLASSES

AUTHORIZED FUNDING SOURCES

Department	No Limit	Spending Limit
017 - COUNTY EXECUTIVE OFFICE	YES	\$0.00

APPROVALS

Date	Approver	Approval Level	Status Before	Status After
10/31/2017 02:46:32 PM	miller.jeff1	1	Pending	Approved



REGIONAL COOPERATIVE AGREEMENT RCA-017-18010008
BETWEEN
THE COUNTY OF ORANGE
AND
KML ENTERPRISES CAREER DEVELOPMENT LLC
DBA NEW HORIZONS LEARNING GROUP
FOR COMPUTER RELATED TRAINING SERVICES

This Regional Cooperative Agreement (“RCA”) is to provide Computer Related Training Services, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, acting through the County Executive Office/County Procurement Office, hereinafter referred to as “County”, and KML Enterprises Career Development LLC dba New Horizons Learning Group, with a place of business at 1900 S State College Ste 100, Anaheim CA 92806-6136, hereinafter referred to as “Contractor”. County and Contractor may be referred to individually as “Party”, or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference in this Contract:

Attachment A – Scope of Services
 Attachment B – Payment/Compensation
 Attachment C – PRICING

RECITALS

WHEREAS, the Contractor responded to an Invitation for Bids (IFB),” for Computer Related Training Services; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the IFB; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Computer Related Services with the Contractor; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent To Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Provision:** Prior to the provision of services under this contract, the contractor agrees to purchase all required insurance at contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County. In addition, all subContractors performing work on behalf of contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subContractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insurance or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subContractors to work if subContractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the

insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subContractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against the same; and
2. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's key Rating Guide/Property-Casualty/United States or ambest.com**. It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier)

If the insurance carrier does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, employees, agents* as Additional Insureds, or provide blanket coverage, which will state *As Required By Written Contract*.
- 2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, employees and agents*, or provide blanket coverage, which will state *As Required By Written Contract*.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests' clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor

shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. **Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.
- The County reserves the right to audit and verify the Contractor's records before final payment is made. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.
- Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.
- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure **Computer Related Training Services** from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall be effective for the period February 1, 2018 through January 31, 2021 or upon execution of Contract with renewable terms below; unless otherwise terminated by County.

The term of any subordinate agreement executed against this Contract by County departments shall not go beyond the life of this Contract. Subordinate agreements executed against this Contract may be subject to approval by the Orange County Board of Supervisors.

3. **Renewable Term:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Regional Cooperative Agreements (RCA):** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

5. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without the prior written approval of the County assigned Deputy Purchasing Agent.
6. **Americans With Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
7. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "Z" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
8. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County

may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a) Terminate the Contract immediately, pursuant to Section K herein;
- b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
- d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

9. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

10. **Compliance with County Information Technology Policies and Procedures:**

Policies and Procedures: Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Agreement. Contractor shall cooperate with the County in ensuring Contractor's compliance with the IT policies and procedures described in this Agreement and as adopted by the County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Agreement. In addition to the foregoing, Contractor shall comply with the following:

- a. **Security and Policies:** All performance under this Agreement, shall be in accordance with the County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Agreement.
- b. **Information Access:** The County may require all Contractor personnel performing services under this Agreement to execute confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed

except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.

- c. **Enhanced Security Procedures:** The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.
 - d. **Breach of Security:** Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Agreement and may be deemed an incurable and material breach of a material obligation of Contractor under this Agreement resulting in termination.
 - e. **Conduct on County Premises:** Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.
 - f. **Security Audits:** Each Agreement Year, County may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent County security standards as well as any customer department requirements, such as federal tax requirements or HIPPA.
11. **Contractor Personnel – Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
- 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
12. **Contractor Personnel-Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the department issuing this Contract.
 13. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract
 14. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
 15. **Data-Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
 16. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in

the transaction by any Federal department. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department may result in the bid/proposal being deemed non-responsible.

17. **Discount Verification:** For Contracts that are based on standard rates or list prices, the Contractor is required to state on the invoice the source and date of the rate/price and, when discounts are quoted, show the list rate/price and the discount.

The department shall certify on the invoice that the prices are per the current price list for all items that have a per unit cost exceeding \$250.00 and that the appropriate discounts were applied.

18. **Discounts – Prompt Payment:** The County of Orange shall process payments with discounts offered for prompt payment and the checks for those payments. If disputes arise over the timeliness of the payment, the date of the postmark shall be the determining factor. The County shall not be held responsible for delays by the US Postal Service, and no additional payment shall be due the Contractor in the event of such delay.

19. **Disputes – Contract:**

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

20. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not

discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

21. **Equipment – Acceptance Testing:** Acceptance testing is intended to ensure that the equipment acquired operates in substantial accord with the Contractor's technical specifications, is adequate to perform as warranted by the Contractor, and evidences a satisfactory level of performance reliability prior to its acceptance by the County. If the equipment to be installed includes operating software as listed in the Contract or order, such operating software shall be present for the acceptance test unless substitute operating software acceptable to the County is provided. Acceptance testing may be required as specified in the Contract or order for all newly installed technology systems, subsystems, and individual equipment, and machines which are added or field modified, i.e. modification of a machine from one model to another, after a successful performance period.
22. **Equipment – Maintenance:** If the Contractor is unable to perform maintenance or the County desires to perform its own maintenance on equipment purchased under this contract, then, upon written notice by the County, the Contractor will provide, at Contractor's then current rates and fees, adequate and reasonable assistance, including relevant documentation, to allow the County to maintain the equipment based on the Contractor's methodology. The Contractor agrees that the County may reproduce such documentation for its own use in maintaining the equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the County may have hired to maintain the equipment to use the above-noted documentation. The County agrees to include the Contractor's copyright notice on any such documentation reproduced, in accordance with copyright instruction to be provided by the Contractor.
23. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

24. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
25. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
26. **Inventions:** If any discovery or invention arises or is developed in the course of, or as a result of work performed under this Contract, the Contractor shall refer the discovery or invention to the County.
27. **Nondiscrimination – Statement of Compliance:** The Contractor’s signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Sections 11102 and 11103.
28. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
29. **Payment Card Industry Data Security Standard (PCS DSS):** Contractor covenants and warrants that it is currently PCI DSS compliant and will remain compliant during the entire duration of this Contract. Contractor agrees to immediately notify County in the event Contractor should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) days of the commencement of any such interruption.
- Upon demand by County, Contractor shall provide to County written certification of Contractor’s PCI/DSS and/or PA DSS compliance.
30. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
31. **Recurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
32. **State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor’s financial records to be audited by auditors from the State of California, the County of Orange, or a private

auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit.

33. **Stop Work:** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 days after the stop work order is delivered to the Contractor and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor or within any extension of that period to which the parties shall have agreed, the County shall either:
1. Cancel the stop work order; or
 2. Terminate work covered by the stop work order as provided for in the “Default” or “Termination” clause of this Contract.

If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified in writing accordingly if:

1. The stop work order results in an increase in the time required or in the Contractor’s cost properly allocable to the performance of any part of this Contract; and
2. The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage, provided that if the County decides the facts justify the action, the County may receive and act upon a proposal submitted at any time before final payment under this Contract.

If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance with the provision entitled, “Termination” the County shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.

If a stop work order is not canceled and the work covered by the stop work order is terminated for default, the County shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related Contract of the Contractor that provides for adjustment and is affected by any stop work order under this clause. The County shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause.

34. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

35. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the

Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

36. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
37. **Waivers – Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
38. **Payment Card Industry Data Security Data Standard (PCIDSS):** Contractor covenants and warrants that it is currently PCI DSS compliant and will remain compliant during the entire duration of this Contract. Contractor agrees to immediately notify County in the event Contractor should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) days of the commencement of any such interruption.
Upon demand by County, Contractor shall provide to County written certification of Contractor's PCI/DSS and/or PA DSS compliance.
39. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

40. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

CONTRACTOR CONTACT INFORMATION	
Company Name	KML Enterprises Career Development LLC dba New Horizons Learning Group
Address	1900 S State College Ste 100
	Anaheim CA 92806-6136
Attention	Eddie Gonzalez
Email	egonzalez@nhlearninggroup.com
Phone No	714-221-3186

COUNTY CONTACT INFORMATION	
Gov't Entity Name	County of Orange County Executive Office, County Procurement Office
Address	1300 S Grand Ave Bldg A, 2 nd Floor
	Santa Ana CA 92705-4434
Assigned Deputy Purchasing Agent	Grace Scott
Email	Grace.Scott@ocgov.com
Phone No	714-567-5025

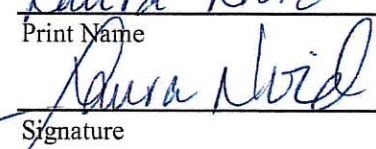
SIGNATURE PAGE

In WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below:

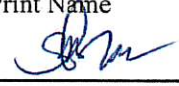
**KML ENTERPRISES CAREER DEVELOPMENT LLC
DBA NEW HORIZONS LEARNING GROUP ***

**If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.*


In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

<u>Laura Noid</u>	<u>VP Employee Experience</u>
Print Name	Title
<u></u>	<u>10/31/17</u>
Signature	Date

**The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

<u>Anna Nursalim</u>	<u>CFO</u>
Print Name	Title
<u></u>	<u>10/31/17</u>
Signature	Date

COUNTY OF ORANGE, a political subdivision of the State of California

<u>Grace Scott</u>	<u>Deputy Purchasing Agent</u>
Print Name	Title
<u></u>	<u>10/31/2017</u>
Signature	Date

ATTACHMENT A SCOPE OF SERVICES

COMPUTER RELATED TRAINING SERVICES

1. Introduction

- 1.1 This Contract is to provide professional training for a wide range of computer applications and technical certification programs for users and technical support staff using various training methods or platforms at contractor's and/or County site including, but not limited to: 1) classroom environment with instructor providing hands-on training and/or demonstration, 2) web-based environment with student interacting with training curriculum, 3) web-based environment with instructor providing instruction and/or demonstration. Contractor shall provide training services to various County departments and government entities located throughout the County of Orange.
- 1.2 The County uses standardized Microsoft software applications for its routine business needs and requires training in the areas of desktop publishing, business graphics, database, e-mail, calendar, internet browser, presentation graphics, project management, spreadsheets, and word processing.
- 1.3 Technical training is primarily for Microsoft application packages, web design and development, network programming, administration and management, web design and development, and other technical certification courses.
- 1.4 Usage of training services will be on an as needed basis. Usage is discretionary to County department to use Contractor of choice. Usage is not guaranteed.

2. Contractor Requirements

- 2.1 Contractor shall have a minimum of five (5) years of experience in providing a wide variety of courses ranging from basic skills to highly technical levels.
- 2.2 Contractor must provide all hardware, software, licenses and data to facilitate course training.
- 2.3 Contractor shall provide copies of its current published open enrollment schedule at request of the County.
- 2.4 Contractor shall keep class listings and curriculum of courses updated at all times with the County and on web links provided under contract.
- 2.5 Contractor shall provide training at the Contractor's business location during Contractor's regularly scheduled business hours and/or County facilities, when required, during County's regular business hours.
- 2.6 Contractor training facility must be located within a twenty (20) mile radius from 12 Civic Center Plaza, on the corner of Civic Center Drive and Broadway Avenue in Santa Ana.
- 2.7 Contractor's business location must have classrooms and/or areas specifically designated to conduct training courses. Classrooms and/or training areas must be equipped with all equipment necessary to conduct training.
- 2.8 Contractor shall provide customized training courses using a mix of modules from existing training courses.

Examples might include:

- 2.8.1 Selection of specific modules from all levels of word processing courses to create a "customized" course.
 - 2.8.2 Expansion of specific modules to provide in-depth training in features that are heavily used by departments, e.g., forms.
 - 2.8.3 Selection of specific modules from various courses to create a "customized course" for non-production users. An example would be an overview of windows, word processing, e-mail, and calendar for professionals such as managers, attorneys, etc.
 - 2.8.4 If requested, Contractor shall focus instruction based on the differences between the old and new versions of the same product. Contractor shall place emphasis on those differences, e.g. enhancements, new features, modified or different keystroke combinations, etc.
- 2.9 Contractor shall comply with all applicable County department rules of conduct, policies, and procedures while on County premises.
 - 2.10 Contractor shall provide all necessary labor, supplies, training materials, transportation, and any other costs necessary to provide training courses under this contract.
 - 2.11 County shall retain the right to request, accept or refuse, the assignment of a particular instructor for County-dedicated courses being taught to County employees.
 - 2.12 Provide a certificate of completion for each County employee who completed the training.
 - 2.13 Contractor shall provide a recording or digital copy, portal link for up to a minimum of months to allow lab review on completed courses; and by arrangement, a physical copy of material if requested by County student prior to initial enrollment.
 - 2.14 Contractor shall provide the following information at minimum for courses provided by Contractor: location of training site, courses description, date and time of courses, course duration, course overview and outline, and any prerequisite.

3. County Dedicated Training Courses at Contractor's Business Location

- 3.1 Contractor shall provide dedicated course for County at Contractor's business location as requested by County. Dedicated courses shall have a maximum of twelve attendees. Dedicated class rates shall be charged based on twelve (12) attendees.
- 3.2 Contractor shall provide evening (after 5:00pm) dedicated courses at the same published prices offered in Attachment C.
- 3.3 County coordinator shall provide the names of County attendees to Contractor for courses scheduled at Contractor's business location.
- 3.4 Contractor shall arrange class schedule, reminders and confirmation with requesting County coordinator. Contractor shall send reminder notices to all scheduled attendees prior to such scheduled class as requested by County.
- 3.5 Contractor shall take attendance at beginning and end of each class. Sign-in sheets are acceptable to meet this requirement.

4. County Dedicated Training Courses at County's Facility

- 4.1 Contractor shall provide dedicated course for County at County's equipped facility as requested by County. Dedicated courses shall have a maximum of twelve attendees. Dedicated course rates shall be charged based on twelve (12) attendees.
- 4.2 Contractor shall coordinate training course with County. County is responsible for providing Contractor with a location suitable and equipped with all necessary equipment (computer, desk, chairs, overhead projectors, electrical outlet, etc.) to conduct training.
- 4.3 County coordinator shall provide the names of County attendees to Contractor for courses scheduled at County facility.
- 4.4 Courses shall be conducted during normal working hours, with a minimum of seven hours in duration for full day courses, Monday through Friday, between 8:00a.m. to 4:00p.m.; and a minimum of 4 hours in duration for half day courses between the hours of 8:00 a.m. to 12:00 p.m. and/or 1:00 p.m. to 5:00 p.m.; unless otherwise specified by County.
- 4.5 Contractor shall arrange class schedule, reminders and confirmation with requesting County coordinator. Contractor shall send reminder notices to all scheduled attendees no less than one (1) week prior to such scheduled class as requested by County.
- 4.6 Contractor shall take attendance at beginning and end of each class. Sign-in sheets are acceptable to meet this requirement.

5. Class Evaluations

- 5.1 Provide County with a mechanism for attendee evaluation of the training courses. Obtain input from attendees on the effectiveness of the class.
- 5.2 Contractor shall provide copies of the completed Class Evaluation Forms to the County after each class. Class Evaluation Forms shall be provided to the County coordinator at County's request. Contractor shall provide a summarized tabulation by department/agency of the completed evaluations submitted by County students for use as a quality assurance tool to measure strengths/weaknesses of Contractor's training.
- 5.3 Contractor must issue each student with a recorded assessment or student evaluation in the form of a test result, descriptive rating, or certification of completion verifying that the student has demonstrated the learning outcomes and objectives of the class. Or incorporate a system in course to achieve the same result of learning outcome throughout course exercises.

6. Support Services

- 6.1 Contractor shall provide a single point of contact (account representative and one backup) to support County requirements in the administration and use of this Regional Contract Agreement (RCA), including any subordinate agreements issued against the RCA by County agencies/departments or other government entities.
- 6.2 Contractor shall have telephone and/or email support, Monday through Friday, from 8:00 A.M. until 5:00 P.M. to answer questions.

7. Instructors

- 7.1 Contractor shall provide certified /qualified instructors to teach courses being offered to County.
- 7.2 For courses conducted at County facility, County shall have the right to request for immediate replacement and/or removal of instructors from providing services to the County under this Contract. Contractor shall accomplish the removal immediately after written notice has been

issued by the County. The County is not required to provide any additional information, reason or rationale in the event it elects to request the removal of an instructor from providing services to the County under this Contract.

- 7.3 Instructors shall perform all work with the necessary skills and diligence consistent with professional standards for the industry and type of work performed under this Contract, pursuant to the governing rules and regulations of the industry.
- 7.4 Instructors provided by Contractor shall have a minimum of one (1) year experience as a certified/qualified instructor.

8. **Registration/Retake/Cancellation/Refund Policies**

8.1 **Registration Process**

Enrollment process can take 24 to 48 hours upon scheduled date is agreed upon with their contract document (i.e PO, CT, DO).

County:

Employee or County Contact is to confirm enrollment by email at enroll@nhlearninggroup.com or via phone at 714-221-3186 Account Executive Rep.

Note: Digital courseware is standard for all courseware modality.

In some cases, a hard copy of the courseware can be provided; however, it needs to be brought up by the employee at enrollment phase.

8.2 **Class Retake Policy (open enrollment classes - Platform A, B)**

Category 1-4 courses - Free lifetime retakes apply

Category 5 courses - will be on a case by case basis

NOTE: Six (6) months archived class recordings for Platform A & B on Category 1-4 courses are available.

Six (6) months Labs on Platform A&B classes on Categories 1-4 courses.

8.3 **Cancellation Policy (Open Enrollment Classes)**

Category 1-4 Classes

Ten (10) calendar days' notice is required to reschedule open enrollment with no additional fees. Retakes are enrolled on Stand-By status. If student is fifteen (15) minutes late, the seat may be given away to standby student. If student is thirty (30) minutes late, the enrollment is considered no show and must be re-scheduled.

Category 5 Classes

Partner classes will require to cancel within fifteen (15) business days of class schedule. Student may schedule a retake (Third-Party retake policy varies). For employee that left the County, such training can be repurposed or may be transferred to another employee upon mutual consent with County and Contractor.

If LATE, after 30 minutes on Third-Party/Partner Class, Employee will be considered no show and there will be NO REFUND.

8.4 Cancellation Policy on Dedicated Classes

Cancellation within fifteen (15) calendar days before scheduled date, an administration fee of 10% will be billed in addition to the purchase amount.

Rescheduled within fifteen (15) calendar days of scheduled class, 100% of the class price will be billed and will be due by the date of the originally scheduled class (30 days after).

8.5 Refund Policy:

Refund to registered classes is only available if Contractor is unable to deliver the scheduled class employees have registered for.

ATTACHMENT B
PAYMENT / COMPENSATION

1. **PAYMENT – INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Invoices must be submitted to address indicated by the ordering department. Each invoice must have a unique number and must include the following information:
 - a) Contractor’s name and address;
 - b) Contractor’s remittance address;
 - c) Contractor’s Federal Tax I.D. Number;
 - d) Name of County Department;
 - e) Delivery/Service address;
 - f) MA-DO Number / PO / OR CT Number
 - g) Date of order/services rendered;
 - h) Product/Service description, quantity, and prices
 - i) Sales tax, if applicable
 - j) Total

2. **PAYMENT TERMS:** The Invoice is to be submitted in arrears to the user department to the bill-to address, unless otherwise directed in this Contract. Contractor shall reference the subordinate Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the County and verified and approved by the department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

3. **COMPENSATION:** The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

4. **PAYMENT - ELECTRONIC FUNDS TRANSFER (EFT):**

The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the department representative listed in the contract.

ATTACHMENT C
PRICING

	Platform A: Courses, Physical Live Instructor Learning Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee	Platform B: Courses, Online Live Instructor Learning Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee	Platform C: Courses, Online eLearning or On Demand Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee
Category 1: Basic Applications i.e. below	Discount 25%	Discount 35%	Discount 40%
Microsoft Office Applications Access; Excel; Word; Office365; OneNote; Outlook; PowerPoint; Infopath			
Category 2: Advanced Applications i.e. below	Discount 25%	Discount 35%	Discount 40%
Adobe: Acrobat; Captivate Dreamweaver; Flash InDesign; Illustrator Photoshop Business Skills Accounting Essentials; Business Etiquette; Business Writing; Change Management; Coaching and Mentoring; Communication Strategies; Conflict Resolution; Creative Problem Solving; Email Etiquette; Employee Motivation; Grammar Essentials; Interpersonal Skills; Negotiation Skills Organizational Skills; Presentation Skills; Project Management Fundamentals; Teamwork and Team Building;			

	Platform A: Courses, Physical Live Instructor Learning Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee	Platform B: Courses, Online Live Instructor Learning Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee	Platform C: Courses, Online eLearning or On Demand Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee
Continuation Category 2 Advanced Applications i.e. below	Discount 25%	Discount 35%	Discount 40%
Time Management Specialty Classes Apple - Mac OS X Support Essentials; Apple Getting Started with the Mac OS X Crystal Reports HTML5: Content Authoring Fundamentals; HTML5: Content Authoring with New and Advanced Features Project Publisher QuickBooks Visio			

	Platform A: Courses, Physical Live Instructor Learning Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee	Platform B: Courses, Online Live Instructor Learning Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee	Platform C: Courses, Online eLearning or On Demand Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee
Category 3: Basic Technical i.e. below	Discount 25%	Discount 35%	Discount 40%
<p>CompTIA A+; Advanced Security; Cloud Essentials; Cloud+; Cybersecurity Analyst (CSA+) IT Fundamentals; Linux+; Mobility+; Network+; Practitioner (CASP); Project+; Security+; Server+;</p> <p>Microsoft 2016: Advanced Site Owner with Workflow Administration</p> <p>Microsoft SharePoint</p> <p>SharePoint Site Owner;</p> <p>SharePoint Site User</p>			

	Platform A: Courses, Physical Live Instructor Learning Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee	Platform B: Courses, Online Live Instructor Learning Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee	Platform C: Courses, Online eLearning or On Demand Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee
Category 4: Advanced Technical i.e. below	Discount 25%	Discount 35%	Discount 40%
<p>Advanced Java 8 Programming; Associate Project Management (CAPM); BA01 - Business Analysis Essentials; BA02 - Strategic Business Analysis; BA03 - Writing Effective Business Cases; BA04 - Eliciting and Writing Effective; Requirements BA05 - Process Modeling Using BPMN; BA06 - Managing and Communicating; Requirements for Projects BA07 - Implementing an Agile Project; BA08 - Agile for Business Analysts; BA09 - Managing Requirements for SharePoint Projects; BA10 - Understanding Root Cause Analysis; BACP02 - Certified Business Analysis; BizTalk 2013 Administrator Deep Dive; BizTalk 2013 Administrator Immersion; BizTalk Expert Series: ESB Certified Network Defender (CND); EC Council Certified; Secure Programmer .NET (ECSP.NET); EC-Council Certified Ethical Hacker (CEH) v9.0; EC-Council Computer Hacking Forensics; Investigator (CHFI) v9.0 Horizon 7 ICM; Introduction to Agile Project Management; ITIL Foundation; ITIL Practitioner; Java 8 Essentials; Lean Six Sigma Green Belt; Master Black Belt; Mastering JEE 7 Web Application Development JavaScript Essentials with jQuery;</p> <p>Project Management Project Management Professional (PMP) Certification Preparation; Professional (CBAP®) Exam Preparation;</p>			

	Platform A: Courses, Physical Live Instructor Learning Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee	Platform B: Courses, Online Live Instructor Learning Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee	Platform C: Courses, Online eLearning or On Demand Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee
Continuation Category 4...	Discount 25%	Discount 35%	Discount 40%
Project Communications and Stakeholder Management; Project Management Essentials; Project Management for Senior Managers; Project Management Skills for Non-Project Managers Project Risk Management; Project Scope and Schedule Management Project Team Leadership; Security Analyst (ECSA) v9.0; vSphere 6.5 ICM; Windows 10 MCSA Bootcamp; Windows Server 2016 MCSA Bootcamp			
Category 5: Advanced Certificate (Partner Course)	Discount 10%	Discount 11%	Discount 12%
Citrix CMB-310 XenApp, XenDesktop, and Provisioning Services 7.1x Administration (Fast Track); CNS-219 Citrix NetScaler Traffic Management; CNS-220 Citrix NetScaler Essentials and Traffic Management; CNS-221 Citrix NetScaler Unified Gateway; CNS-222 Citrix CNS-320 Citrix NetScaler Advanced Topics – Security, Management, and Optimization; CTX-272 Securing Citrix Virtualization Solutions; CXA-206-1 Citrix XenApp 6.5 Administration; CXD-210: Citrix XenApp and XenDesktop 7.1x Administration; CXD-252 Moving to the XenApp and XenDesktop Service on Citrix Cloud and Microsoft Azure; CXD-304 Citrix Provisioning Services 7.1x Administration; CXD-310 Citrix XenApp and XenDesktop 7.1x Advanced Administration; CXD-350 Moving to XenApp and XenDesktop Service on Citrix Cloud;			

	Platform A: Courses, Physical Live Instructor Learning Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee	Platform B: Courses, Online Live Instructor Learning Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee	Platform C: Courses, Online eLearning or On Demand Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee
Continuation Category 5...	Discount 10%	Discount 11%	Discount 12%
<p>CXD-400 Designing App and Desktop Solutions with Citrix XenApp and XenDesktop; CXM-303 Deploying Enterprise Mobility Solutions with Citrix XenMobile; NetScaler Essentials and Unified Gateway;</p> <p>CheckPoint CCSA Check Point Certified Security Administrator (R80); CCSA+CCSE Check Point Security Administration and Security Engineering Bundle (R77 GAiA); CCSE Check Point Security Engineering (R77 GAiA);</p> <p>F5 F5 Networks: Administering BIG-IP v12.x; F5 Networks: Configuring BIG-IP LTM: Local Traffic Manager v12.x;</p> <p>(ISC)2 Certified Information System Security Professional (CISSP 2015)</p> <p>ISACA Certified Information Security Manager (CISM); Certified Information Systems Auditor (CISA);</p>			

	Platform A: Courses, Physical Live Instructor Learning Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee	Platform B: Courses, Online Live Instructor Learning Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee	Platform C: Courses, Online eLearning or On Demand Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee
Continuation Category 5...	Discount 10%	Discount 11%	Discount 12%
<p>**ITIL (**All ITIL classes in this Category are 25% / 35% / 40% discounts respectively) <i>ITIL® Practitioner Certification (2016 Edition); ITIL Foundation; ITIL® Intermediate Capabilities: Operational Support & Analysis</i></p> <p><i>ITIL® Intermediate Capabilities: Release, Control & Validation (2011 Edition); ITIL® Intermediate Capabilities: Service Offerings & Agreements (2011 Edition); ITIL® Intermediate Lifecycle: Continual Service Improvement (2011 Edition); ITIL® Intermediate Lifecycle: Service Design (2011 Edition); ITIL® Intermediate Lifecycle: Service Operations (2011 Edition); ITIL® Intermediate Lifecycle: Service Strategy (2011 Edition); ITIL® Intermediate Lifecycle: Service Transition (2011 Edition); ITIL® Expert: Managing Across the Lifecycle (MALC) 2011 Edition; ITIL – Miscellaneous ITIL® Awareness 2011 Edition</i></p> <p>Palo Alto PAN-210 Firewall 8.0 Essentials: Configuration and Management; PAN-311 Advanced Firewall Troubleshooting</p> <p>SAP ADM100 SAP AS ABAP – Administration; BC400 SAP ABAP Workbench Foundations; BC401 SAP ABAP Objects; BC430 SAP ABAP Dictionary;</p>			

BOD310 SAP BusinessObjects Design Studio;			
	Platform A: Courses, Physical Live Instructor Learning Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee	Platform B: Courses, Online Live Instructor Learning Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee	Platform C: Courses, Online eLearning or On Demand Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee
Continuation Category 5...	Discount 10%	Discount 11%	Discount 12%
BOAN10 SAP BusinessObjects Analysis, Edition Edition for Microsoft Office; BOD320 SAP Design Studio 1.6 Advanced Training; BOE310 SAP BusinessObjects Business Intelligence Platform: Administration and Security; BOE320 SAP BusinessObjects Business Intelligence Platform: Administering Servers (Windows); BOID10 SAP BusinessObjects Information Design Tool; BOW320 SAP BusinessObjects Web Intelligence: Advanced Report Design; BOX310 SAP BusinessObjects Dashboards 4.1; SAPBI Introduction to SAP BusinessObjects; BI Solutions; HA100 SAP HANA – Introduction; HA150 SAP SQL Basics for HANA; HA200 SAP HANA - Operations & Administration; HA215 SAP HANA - Monitoring and Performance Analysis; HA250 SAP Migration to SAP HANA using DMO; HA300 SAP HANA - Implementation and Modeling; HA400 SAP ABAP Programming for SAP HANA; S4F01 SAP Financial Accounting in SAP S/4HANA; S4H00 SAP S/4HANA Overview; SAPTEC SAP NetWeaver Application Server – Fundamentals; SCM130 SAP ERPPlanning and Manufacturing Overview; SCM221 SAP Features and Functions of Demand Planning (SCM APO); SCM550 SAP Cross-Functional Customizing in Materials Management; SCM600 SAP Sales Order Management BIT400 SAP Process Integration; BIT500 SAP Java Process Integration; BOL201 SAP Lumira 1.0; BOW310 SAP WebIntelligence: Report Design I; BPC420 SAP Business Planning and Consolidation;			

	Platform A: Courses, Physical Live Instructor Learning Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee	Platform B: Courses, Online Live Instructor Learning Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee	Platform C: Courses, Online eLearning or On Demand Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee
Continuation Category 5...	Discount 10%	Discount 11%	Discount 12%
<p>BPC430 SAP Business Planning and Consolidation: Reporting and Planning; BW310 SAP BW - Enterprise Data Warehousing; C4C10 SAP Hybris Cloud for Customer Project Implementation; DS10 SAP Data Services - Platform and Transforms; HA240 SAP Authorization, Security, and Scenarios; PLM300 SAP Business Processes in Plant Maintenance; SAP01 SAP Overview THR80 SAP Introduction to SAP SuccessFactors Academy;</p> <p>Salesforce Salesforce Administration; Essentials for Experienced Admins (ADM211); Salesforce Administration Essentials for New Admins (ADM201); Salesforce Declarative Development for Platform App Builders (DEV402);</p> <p>Salesforce Administration Essentials for New Admins (Professional Edition) (ADM202); Salesforce Get Started with Salesforce and the Nonprofit Starter Pack (NPO101); Salesforce Sales Cloud Administration: Products, Quotes, Orders and Collaborative Forecasts (ADM251); Salesforce Service Cloud Administration (ADM261); Salesforce Certification Preparation for Platform App Builder (CRT402); Salesforce Certification Preparation for Platform Developer I (CRT450); Salesforce Programmatic Development using Apex and Visualforce (DEV450); Salesforce Programming Lightning Components (DEV601);</p>			

	Platform A: Courses, Physical Live Instructor Learning Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee	Platform B: Courses, Online Live Instructor Learning Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee	Platform C: Courses, Online eLearning or On Demand Platform: Percentage Off Category Discount Offer Against Published/Retail Price per class/per enrollee
Continuation Category 5...	Discount 10%	Discount 11%	Discount 12%
<p>Consultant (CRT160); Salesforce Email Essentials (EEB101); Salesforce Mobile Messages 101 (MBC101); Salesforce Reporting Fundamentals (RPT101); Salesforce Sales Cloud Training for Sales Reps (SLS101); Salesforce Social Studio 101 (SS101); Salesforce Implementing a Reporting Strategy for the Sales Cloud (STR301); Salesforce Preparing for Your Salesforce Service Cloud Consultant Certification (CRT261); Salesforce Preparing for Your Salesforce.com; Sales Cloud Consultant Certification (CRT251); Salesforce What's Possible: Salesforce Fundamentals (STR101);</p> <p>Tableau Tableau Fundamentals; Tableau Advanced;</p> <p>VMware VMware Horizons 7 install, Configure, Manage VMware® Site Recovery Manager: Install, Configure, Manage v6.1; VM Data Center Automation with vRealize Orchestrator and vSphere PowerCLI;</p> <p>VMware® vRealize Automation: Install, Configure, Manage v7.0; VMware® vRealize Operations Manager: Install, Configure, Manage v6.2; VMware® AirWatch: Configure and Deploy Integrated Solutions</p>			

Current Published course price must be verifiable through the Contractor's current website or current course publication.

DEDICATED COURSES IN PLATFORM A, B, AND C

1. Contractor shall offer a separate discount of **37%** off of current retail/published price per course in Category 1 above for dedicated courses at Contractor and/or County Facility. Dedicated courses shall have a maximum of twelve attendees. *Dedicated course rates shall be charged based on twelve (12) attendees.
2. Contractor shall offer a separate discount of **37%** off of current retail/published price per course in Category 2 above for dedicated courses at Contractor and/or County Facility. Dedicated courses shall have a maximum of twelve attendees. *Dedicated course rates shall be charged based on twelve (12) attendees.
3. Contractor shall offer a separate discount of **37%** off of current retail/published price per course in Category 3 above for dedicated courses at Contractor and/or County Facility. Dedicated courses shall have a maximum of twelve attendees. *Dedicated course rates shall be charged based on twelve (12) attendees.
4. Contractor shall offer a separate discount of **37%** off of current retail/published price per course in Category 4 above for dedicated courses at Contractor and/or County Facility. Dedicated courses shall have a maximum of twelve attendees. *Dedicated course rates shall be charged based on twelve (12) attendees.
5. Contractor shall offer a separate discount of **10%** off of current retail/published price per course in Category 5 above for dedicated courses at Contractor and/or County Facility. Dedicated courses shall have a maximum of twelve attendees. *Dedicated course rates shall be charged based on twelve (12) attendees.

*With mutual agreement by County and Vendor, Parties may add 1 or more students for the price of 12 attendees if feasible for the dedicated class above.
6. Additional courses not listed in Attachment C, but which may fall under Category 1 thru 5, verifiable thru the web or publication course catalog may be available in this Contract. Please check with Account Executive.

Courses above shall be 2016 version at best (some are migrating from 2010) at beginning class/level 1 courses.

Prices and Courses may change. Please check <http://nhlearninggroup.com> or your Account Executive at 714-221-3115.