

Lakeside Plaza Building  
1405 Lakeside Drive  
Oakland, CA 94612-4305  
TDD: (510) 272-3703

**Human Resource Services**

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November 10, 2014

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, California 94612-4305

Dear Board Members:

**SUBJECT: AWARD CONTRACTS TO PROVIDE TRAINING AND ORGANIZATIONAL DEVELOPMENT SERVICES, REQUEST FOR PROPOSAL NO. 901171; POOLED AMOUNT: \$825,000**

**RECOMMENDATION:**

Approve and authorize the Purchasing Agent to execute contracts, attached hereto, for Master Contract No. 901171, to provide training and organizational development services, for the approximate term of 01/01/15 - 12/31/17, in the pooled amount of \$825,000, with the following pool of vendors:

- A. Claremont Behavioral Services, Inc. (Principal: Laurie Slez; Location: Alameda), Procurement Contract No. 11024;
- B. Cooperative Personnel Services DBA CPS HR Consulting (Principal: Melissa Asher; Location: Sacramento), Procurement Contract No. 11025;
- C. James Leadership Group (Principal: Kenneth L. James; Location: Oakland), Procurement Contract No. 11026;
- D. K. Iwata Associates, Inc. (Principal: Kay Iwata; Location: Union City), Procurement Contract No. 11027; and
- E. Advanced Communications Designs DBA Write It Well (Principal: Kirsten Hosemann; Location: Oakland), Procurement Contract No. 11028.

**DISCUSSION/SUMMARY:**

The Alameda County Training and Education Center (TEC) provides development services such as assessment, consulting, and facilitation to Alameda County departments and employees, as well as to other public sector agencies and external business organizations on a charge-back or

fee-for-service basis. The TEC requires a variety of organizational consultants/trainers/facilitators to provide these services.

Projected activity is estimated at up to 1700 hours of consulting/design/facilitation/coaching or mediation services per year, and 180 hours per year of training on various projected topics. An estimate of 25 to 30 participants may attend each training class.

The contract allows for an option to renew for up to two additional years by mutual agreement.

**SELECTION CRITERIA/PROCESS:**

*The Training and Education Center (TEC) worked with the General Service Agency (GSA)-Procurement & Support Services to develop and issue a Request for Proposal (RFP). The RFP was released on February 10, 2014 to approximately 3,654 subscribers of GSA Professional Services – Current Contracting Opportunities via E-Gov. Two networking/bidders conferences were held and were attended by 11 vendors.*

*On April 30, 2014 a total of nine responses to the RFP were received. All responses were evaluated by the County Selection Committee (CSC) comprised of five representatives: two from the TEC, one from the Alameda County Department of Child Support Services, one from the Alameda County Public Health Department, and one from the County of Napa. Due to scheduling conflicts with the CSC, the evaluation process was delayed and vendor interviews were not completed until August 26, 2014.*

*The RFP specified a two-stage approach to interview the fifteen highest ranked bidders with a minimum preliminary score of 100 points. After the preliminary evaluations, the six highest scoring bidders were invited to an oral presentation and interview before the CSC. A maximum total of 550 evaluation points were available for this RFP. The total evaluation points include 50 preference points derived from a 5% preference for local vendors and a 5% preference for certified Small Local and Emerging Businesses (SLEBs) for a total of 10%.*

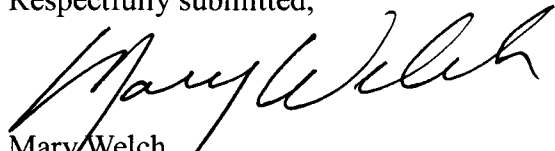
*The five highest scoring bidders are all being recommended for award. Write It Well, K. Iwata Associates, Inc., James Leadership Group, and Claremont Behavioral Services, Inc. are all certified SLEBs. The Office of Acquisition Policy granted CPS HR Consulting SLEB Waiver No. 3259. The following is the evaluation summary:*

<b>EVALUATION SUMMARY</b>				
<b>Vendor</b>	<b>Location</b>	<b>Local</b>	<b>SLEB</b>	<b>Evaluation Points</b>
<i>Write It Well</i>	<i>Oakland, CA</i>	<i>Y</i>	<i>Y</i>	<i>528.00</i>
<i>K. Iwata Associates, Inc.</i>	<i>Union City, CA</i>	<i>Y</i>	<i>Y</i>	<i>498.74</i>
<i>James Leadership Group</i>	<i>Oakland, CA</i>	<i>Y</i>	<i>Y</i>	<i>449.46</i>
<i>Claremont Behavioral Services, Inc.</i>	<i>Alameda, CA</i>	<i>Y</i>	<i>Y</i>	<i>434.28</i>
<i>CPS HR Consulting</i>	<i>Sacramento, CA</i>	<i>N</i>	<i>N</i>	<i>431.00</i>
<i>Wentworth Consulting Group LLC</i>	<i>Oakland, CA</i>	<i>Y</i>	<i>Y</i>	<i>288.20</i>


FUNDING:

Appropriations for this contract are included in the Human Resources Department FY 2014-15 Approved Budget and will be requested in subsequent budget years. No additional appropriations are necessary and there will be no increase in net County cost.

Respectfully submitted,



Mary Welch  
Interim Director, Human Resource Services



Aki K. Nakao  
Interim Director, General Services Agency

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Attachment

cc: Susan S. Muranishi, County Administrator  
Patrick O'Connell, Auditor-Controller  
Donna R. Ziegler, County Counsel

**TRAINING AND ORGANIZATIONAL DEVELOPMENT SERVICES  
REQUEST FOR PROPOSAL NO. 901171  
January 1, 2015 – December 31, 2017**

<i>Vendor</i>	<i>Location</i>	<i>Estimated Dollar Value of Pooled Contract Award</i>	<i>Local &amp; SLEB Participation</i>	
			<i>Percentage</i>	<i>Dollar Amount</i>
<i>Claremont Behavioral Services, Inc. SLEB Certification # 02-90121 Valid through 03/31/2016</i>	<i>1050 Marina Village Parkway, Suite 203 Alameda, CA 94501</i>	<i>\$825,000</i>	<i>100%</i>	<i>\$825,000</i>
<i>Cooperative Personnel Services DBA CPS HR Consulting SLEB Waiver # 3259 Valid through 12/31/2017</i>	<i>241 Lathrop Way Sacramento, CA 95826</i>	<i>\$825,000</i>	<i>0%</i>	<i>\$0</i>
<i>James Leadership Group SLEB Certification # 14-00034 Valid through 02/29/2016</i>	<i>23 Mission Hills Oakland, CA 94605</i>	<i>\$825,000</i>	<i>100%</i>	<i>\$825,000</i>
<i>K. Iwata Associates, Inc. SLEB Certification # 08-91319 Valid through 10/31/2016</i>	<i>32466 Monterey Drive Union City, CA 94587</i>	<i>\$825,000</i>	<i>100%</i>	<i>\$825,000</i>
<i>Advanced Communications Designs, Inc. DBA Write It Well SLEB Certification # 08-91330 Valid through 10/31/2016</i>	<i>230 Madison St. Oakland, CA 94607</i>	<i>\$825,000</i>	<i>100%</i>	<i>\$825,000</i>

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, 2014, is by and between the County of Alameda, hereinafter referred to as the “County”, and Cooperative Personnel Services DBA CPS HR Consulting, hereinafter referred to as the “Contractor”.

**WITNESSETH**

Whereas, County desires to obtain training and organizational development services which are more fully described in Exhibit A hereto (“Definition of Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide training and organizational development services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Specific Requirements and Deliverables / Reports
- Exhibit A-2 Description of Services
- Exhibit A-3 Implementation Plan and Schedule
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from January 1, 2015 through December 31, 2017

The County neither warrants nor guarantees any minimum or maximum compensation to the Contractor under this Agreement. The services required under this contract will be assigned as needed between five (5) contractors and payment will be in accordance with Exhibit B. Actual work assignments will be based on Training and Education Center priorities and content needs, ability of instructors to teach to requirements, and availability of instructors. The Contractor will be paid for all services performed at the County’s request during the term of the contract. The compensation payable to Contractor hereunder shall not exceed the pooled amount of Eight Hundred Twenty Five Thousand dollars (\$825,000) for the term of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

CPS HR CONSULTING

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Printed)

Name: \_\_\_\_\_  
(Printed)

Title: Purchasing Agent

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar



character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
  - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
  - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
  - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
  - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
    - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
    - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA  
125 12<sup>th</sup> Street, 4<sup>th</sup> Floor  
Oakland, CA 94607  
Attn: Elsie Lum

To Contractor: CPS HR Consulting  
241 Lathrop Way  
Sacramento, CA 95826  
Attn: Melissa Asher

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
  - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
  
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of

all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its training and organizational development services shall not exceed \$825,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been approved by County to participate in contract without SLEB participation. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

**However, if circumstances or the terms of the contract should change,** Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or



attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including,

without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.

- d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
  32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
  33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
    - a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
    - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor

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

- c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

**ADDITIONAL PROVISIONS**

37. **CONFIDENTIALITY OF INFORMATION:** Confidential information is defined as all information disclosed to Contractor which relates to the County’s past, present, and future activities, as well as activities under this agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of the Agreement, Contractor will return to County all written or descriptive matter which contain any such confidential information.

This provision is in addition to and specifically incorporates all of Paragraph 12 of the Standard Service Agreement. To the extent of any conflict with this provision and the Standard Service Agreement, this more stringent requirement providing the County with the broadest scope of protections shall control.

**FOR Alameda County Training & Education Center (TEC) ONLY:** Contractor recognizes TEC’s proprietary rights in its know-how, processes, works, techniques, databases, good will, and lists of existing and identified potential customers, suppliers, and associates, and agrees that Contractor will not at any time do or suffer to be done any act which may in any way impair any of said rights. Contractor may use any materials provided by the TEC only in conjunction with the services Contractor provides pursuant to this agreement, and except for such use, may not duplicate, modify, record, or distribute these materials in any way without prior written approval of the TEC Director.

38. **NON-COMPETITION** [For Alameda County Training & Education Center (TEC) Only]: For a period of two years immediately following the termination of this agreement, Contractor shall not call on, solicit, take away, or attempt to call on, solicit, or take away any Alameda County department who is a customer of the TEC with whom Contractor has worked with through the TEC while performing services pursuant to this agreement.

Modify Exhibit C, County of Alameda Minimum Insurance Requirements, Item D7, **CANCELLATION OF INSURANCE** to the following: Should any of the above described policies be cancelled before the expiration date thereof, contractor will deliver notice to the County in accordance with contract provisions.

County Counsel Signature: \_\_\_\_\_

## EXHIBIT A

### DEFINITION OF SERVICES

1. Contractor shall provide training and organizational development services with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 Specific Requirements and Deliverables/Reports

Exhibit A-2 Description of Services

Exhibit A-3 Implementation Plan and Schedule

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. 901171, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
- b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

<u>Name</u>	<u>Title</u>
Melissa Asher	Training Manager
James Lee	Training Specialist
Barbara Truong	Instructor/Consultant
Barbee Seymour	Instructor/Consultant
Chaim Eyal	Instructor/Consultant
Joseph Clark	Instructor/Consultant
Kathy Bristow	Instructor/Consultant
Lance Guerra	Instructor/Consultant
Marti Andrews	Instructor/Consultant
Mel Turner	Instructor/Consultant
Michael Grabow	Instructor/Consultant
Paula Zaby	Instructor/Consultant
Robert Jerome	Instructor/Consultant
Rosalind Carol	Instructor/Consultant

Terri Bianco  
Wafa Nijmeddin

Instructor/Consultant  
Instructor/Consultant

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

## EXHIBIT A-1

### SPECIFIC REQUIREMENTS AND DELIVERABLES / REPORTS

#### A. Specific Requirements

1. Contractor shall provide training and organizational development services in the following areas:
  - a. Customized design and delivery of training.
  - b. Facilitation of staff retreats, planning sessions, focus groups and meetings.
  - c. Consultation sessions for program interventions and follow-up programs.
  - d. Coaching of leaders, managers and employees of organizations.
  - e. Training of trainers
  - f. Design of training materials (instructor led &/or online) with licensing rights.
  - g. Design of audio-visual and other training support or job aids.
  - h. Workplace Mediation services.
  - i. Organizational Assessment
  - j. Organizational Consulting
  - k. Leadership Assessment
  - l. Mentoring programs
  - m. 360 degree feedback analysis and coaching
  - n. Executive/Leadership/Performance Coaching
  - o. Customer/Employee Satisfaction Surveys
  
2. Contractor shall offer learning topics including but not limited to:
  - a. Strategic Thinking/Planning
  - b. Developing Vision, Mission, Goals

- c. Succession Planning
  - d. Career Development
  - e. Leadership/Manager/Supervisory Development
  - f. Project Management
  - g. Change Management
  - h. Public Speaking
  - i. Writing skills
  - j. Stress Management
  - k. Customer Service
  - l. Manager as coach
  - m. Teambuilding
  - n. Problem solving
  - o. Collaboration
  - p. Time/Priority Management
  - q. Resolving Workplace Conflict/Workplace Mediation
  - r. Customized Design, Delivery and Training of Trainers for policy related topics such as:
    - (1) Sexual Harassment
    - (2) American with Disabilities Act
    - (3) Workplace Violence
    - (4) Managing and Valuing Diversity
    - (5) Hiring and Selection Interviewing
    - (6) Disciplinary Action Process
    - (7) Performance Management/Measurement
3. The Contractor shall be able to work within Training and Education Center (TEC) guidelines to provide selected contractors to deliver organizational



development consulting and customized training as needed by County departments and outside organizations.

4. Contractor shall provide and assign high quality consultants or instructors on a consistent basis to deliver consulting or customized training as needed by the TEC. The training shall be based on TEC priorities and needs. One or more instructors may be required. The TEC reserves the right to cancel the training class with fourteen (14) calendar days' notice, and not be charged for the class or training manuals by the vendor.
5. The Contractor shall be responsible for training their instructors on an ongoing basis and will orient each instructor prior to the delivery of any training for the first time. The orientation shall cover Conference Center policies and procedures, including emergency procedures, non-competition agreements, ergonomics, paper conservation, evaluations, and sign-in rosters. Instructors shall provide the training for the entire time allotted for each class unless otherwise instructed by the TEC staff.
6. All instructors shall use the methods suggested by the training protocols established and updated by the TEC such as maintaining and updating each training syllabus, introducing and following objectives for each class, completing training as described, and utilizing training aids such as the projection system
7. Instructors shall teach primarily in the TEC. Some may be assigned to a customer's site where they shall set up and use the customer's meeting rooms. The same accountability is expected regarding performance, behavior, use of equipment, delivery, and protocols, etc. at a customer's site as at the TEC.
8. The Contractor and all of its instructors shall provide immediate feedback to the TEC Director or Workforce Planning & Development Manager regarding all customer requests for new or additional services or to lodge complaints.
9. Contractor shall provide the County with rights to reproduce materials for class participants at no additional cost to the County.
10. If the contractor supplies additional handouts or printed material, the County prefers they are printed double-sided and on minimum 30% post-consumer recycled content paper whenever possible. Contractor is encouraged to make materials available to students electronically as well.
11. Full day classes are held from 8:30 a.m. to 4:30 p.m. with one hour for lunch and two fifteen (15) minute breaks a total of 6.5 hours/day of instruction time. Half-day classes are generally held for 4 hours, from 8:30 a.m. to 12:30 p.m. or 8:00 a.m. to 12 noon.

12. Classes will be provided up to an estimated one hundred eighty (180) training days per year, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of TEC).
13. Consulting, design, coaching, facilitation, &/or mediation services will be provided up to an estimated seventeen hundred (1700) hours per year, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of TEC). If damage is done to the computer lab site and requires readjustment and/or resetting, Contractor will be charged \$85.00/hour for work required to repair the lab. This is non-negotiable.
14. Late and Cancellation Penalties. The provision of reliable classes that start on schedule is a material term of the contract. Cancellations and late starts of a class have a negative financial impact on the County.
  - a. Late Penalties: For each scheduled class that does not begin within thirty 30 minutes of the scheduled start time, Contractor shall be charged a penalty of 25% of the cost of the session. If a scheduled class does not begin until 31 minutes or later than the scheduled start time the County may notify the Contractor the class is considered cancelled and cancellation penalties will be applied.
  - b. Cancellation Penalties: For classes that fail to happen as scheduled, without notice or with less than 14 day notice, Contractor shall be charged a penalty of 50% of the cost of the session. Notice given after 5:00 p.m. on any business day or on a weekend will be considered given at 8:00 a.m. on the next business day.
  - c. Payment of Penalties: Any penalties charged to Contractor may be deducted by County from any pending invoice. If the amount owed to County is less than the amount of any pending invoice(s), Contractor shall pay the sum due to County within 15 days of receiving a request for full payment of the penalty.

**B. Deliverables / Reports**

1. Regular progress reports shall be provided by the contractor based upon participant evaluation forms. All class average scores that fall below the acceptable 4.0 out of 5.0 rating will be addressed with a written plan of action provided by the contractor. The individual student's evaluation forms should be attached to the Progress Report. TEC shall keep original participant evaluation forms, and give copies to the contractor. Forms utilized will be mutually agreed upon by the County and the contractor.

## EXHIBIT A-2

### DESCRIPTION OF SERVICES

- A. Contractor will provide training and organizational development services in the following areas:
1. Customized design and delivery of training
  2. Facilitation of staff retreats, planning sessions, focus groups and meetings
  3. Consultation sessions for program interventions and follow-up programs
  4. Coaching of leaders, managers and employees of organizations
  5. Training of trainers
  6. Design of training materials (instructor led &/or online) with licensing rights
  7. Design of audio-visual and other training support or job aids
  8. Workplace Mediation services
  9. Organizational Assessment
  10. Organizational Consulting
  11. Leadership Assessment
  12. Mentoring programs
  13. 360 degree feedback analysis and coaching
  14. Executive/Leadership/Performance Coaching
  15. Customer/Employee Satisfaction Surveys
- B. Contractor will provide learning topics including but not limited to:
1. Strategic Thinking/Planning
  2. Developing Vision, Mission, Goals
  3. Succession Planning
  4. Career Development
  5. Leadership/Manager/Supervisory Development
  6. Project Management
  7. Change Management
  8. Public Speaking

9. Writing skills
10. Stress Management
11. Customer Service
12. Manager as coach
13. Teambuilding
14. Problem solving
15. Collaboration
16. Time/Priority Management
17. Resolving Workplace Conflict/Workplace Mediation
18. Customized Design, Delivery and Training of Trainers for policy related topics such as:
  - a. Sexual Harassment
  - b. American with Disabilities Act
  - c. Workplace Violence
  - d. Managing and Valuing Diversity
  - e. Hiring and Selection Interviewing
  - f. Disciplinary Action Process
  - g. Performance Management/Measurement
19. The Contractor will be able to work within Training and Education Center (TEC) guidelines to provide selected contractors to deliver organizational development consulting and customized training as needed by County departments and outside organizations.
20. Contractor will provide and assign high quality consultants or instructors on a consistent basis to deliver consulting or customized training as needed by the TEC. The training will be based on TEC priorities and needs. One or more instructors may be required. The TEC reserves the right to cancel the training class with fourteen (14) calendar days' notice, and not be charged for the class or training manuals by the vendor.
21. The Contractor will be responsible for training their instructors on an ongoing basis and will orient each instructor prior to the delivery of any training for the first time. The orientation will cover Conference Center policies and procedures, including emergency procedures, non-competition agreements, ergonomics, paper conservation, evaluations, and sign-in rosters. Instructors will provide the

training for the entire time allotted for each class unless otherwise instructed by the TEC staff.

22. All instructors will use the methods suggested by the training protocols established and updated by the TEC such as maintaining and updating each training syllabus, introducing and following objectives for each class, completing training as described, and utilizing training aids such as the projection system
23. Instructors will teach primarily in the TEC. Some may be assigned to a customer's site where they will set up and use the customer's meeting rooms. The same accountability is expected regarding performance, behavior, use of equipment, delivery, and protocols, etc. at a customer's site as at the TEC.
24. The Contractor and all of its instructors will provide immediate feedback to the TEC Director or Workforce Planning & Development Manager regarding all customer requests for new or additional services or to lodge complaints.
25. Contractor will provide the County with rights to reproduce materials for class participants at no additional cost to the County.
26. If the contractor supplies additional handouts or printed material, the County prefers they are printed double-sided and on minimum 30% post-consumer recycled content paper whenever possible. Contractor is encouraged to make materials available to students electronically as well.
27. Full day classes are held from 8:30 a.m. to 4:30 p.m. with one hour for lunch and two fifteen (15) minute breaks a total of 6.5 hours/day of instruction time. Half-day classes are generally held for 4 hours, from 8:30 a.m. to 12:30 p.m. or 8:00 a.m. to 12 noon.
28. Classes will be provided up to an estimated one hundred eighty (180) training days per year, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of TEC).
29. Consulting, design, coaching, facilitation, &/or mediation services will be provided up to an estimated seventeen hundred (1700) hours per year, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of TEC). If damage is done to the computer lab site and requires readjustment and/or resetting, Contractor will be charged \$85.00/hour for work required to repair the lab. This is non-negotiable.
30. Late and Cancellation Penalties. The provision of reliable classes that start on schedule is a material term of the contract. Cancellations and late starts of a class have a negative financial impact on the County.

- a. Late Penalties: For each scheduled class that does not begin within thirty 30 minutes of the scheduled start time, Contractor will be charged a penalty of 25% of the cost of the session. If a scheduled class does not begin until 31 minutes or later than the scheduled start time the County may notify the Contractor the class is considered cancelled and cancellation penalties will be applied.
- b. Cancellation Penalties: For classes that fail to happen as scheduled, without notice or with less than 14 day notice, Contractor will be charged a penalty of 50% of the cost of the session. Notice given after 5:00 p.m. on any business day or on a weekend will be considered given at 8:00 a.m. on the next business day.
- c. Payment of Penalties: Any penalties charged to Contractor may be deducted by County from any pending invoice. If the amount owed to County is less than the amount of any pending invoice(s), Contractor will pay the sum due to County within 15 days of receiving a request for full payment of the penalty.

C. Deliverables / Reports

1. Regular progress reports will be provided by the contractor based upon participant evaluation forms. All class average scores that fall below the acceptable 4.0 out of 5.0 rating will be addressed with a written plan of action provided by the contractor. The individual student's evaluation forms should be attached to the Progress Report. TEC will keep original participant evaluation forms, and give copies to the contractor. Forms utilized will be mutually agreed upon by the County and the contractor.

### EXHIBIT A-3

#### IMPLEMENTATION PLAN AND SCHEDULE

Contractor will work with the TEC to define learning objectives, understand the drivers for training and development activities, and discuss what a successful outcome looks like prior to each event.

Contractor's Project Manager will serve as the lead and primary point of contact. In this engagement Melissa Asher will serve in this role. Melissa will be responsible for regular and periodic communications, scheduling the courses or other development activities, overseeing the trainers/consultants/coaches, ensuring any needed adjustments are made, communicating any changes, and all reporting. Melissa in concert with other CPS HR staff will provide immediate feedback to the TEC Director or Workforce Planning & Development Manager regarding all customer requests for new or additional services or to lodge complaints.

Upon contract award contractor will convene a stakeholder meeting to further define the TEC's expectations, discuss timelines and schedules, review curriculum, discuss any needed customization, and outline tasks and responsibilities. As a result of this meeting, and possible follow on conversations with contractor staff, the appropriate scope of work will be finalized. All instructors will use the methods suggested by the training protocols established and updated by the TEC such as maintaining and updating each training syllabus, introducing and following objectives for each class, completing training as described, and utilizing training aids such as the projection system.

Scheduling will be based on the TEC's need and coordinated by the Project Manager with a TEC point of contact. Contractor will provide classes at the TEC or one of the TEC's customer sites based on need. Dates and times will be determined. Contractor will assist in the publicizing of training courses as well as with registration if desired by the TEC. Registration can occur using contractor's secure, online registration system which is accessed through the internet with a user name and password. Participants can register directly or contact a registrar who will be available at contractor from 8 a.m. until 5 p.m. The TEC will provide the venue with tables and chairs and equipment such as an LCD projector, laptop, and at least one easel.

Prior to each event, contractor's trainer will contact the TEC point of contact to confirm logistics and discuss any final details. Contractor will brief instructors prior to the delivery of any training on Conference Center policies and procedures, including emergency procedures, non-competition agreements, ergonomics, paper conservation, evaluations, and sign-in rosters.

Course materials will be produced by contractor and shipped via FedEx for easy tracking and delivered a minimum of 3 days prior to the start date of the training class. Course materials will be printed double-sided and on a minimum 30% post-consumer recycled content paper. PDF copies of materials will also be available upon request. Contractor course materials are

copyrighted, but the County can reproduce materials for class participants if contractor is awarded this contract. Contractor will grant the rights to reproduce materials at no additional cost for internal County use only.

The day of the event, the instructor will arrive 30 minutes prior to the start time to set-up. Materials will be distributed as needed, equipment set-up, electronic files loaded and tested, and a roster provided if required. For a one day course, the instructor will teach the course with one 15 minute break in the AM and a 15 minute break in the PM. Lunch is typically 30-60 minutes in duration. Training times and schedules can be adjusted to meet the needs of the audience. The instructor will provide the training for the entire time allotted for each class unless otherwise instructed by the TEC staff. The instructor will be responsible for obtaining signatures on the roster and providing the original to the TEC.

Upon course completion, the instructor will distribute course evaluations and Certificates of Completion to each participant who successfully completed the course. Course evaluations, which will be mutually agreed upon by the County and contractor, will be collected and provided to the TEC contact with the completed roster. Participant comments are used to evaluate and improve any future class offerings. Additionally regular progress reports will be provided by contractor based upon participant evaluation forms. All class average scores that fall below the acceptable 4.0 out of 5.0 rating will be addressed with a written plan of action. Finally all unused materials will be removed and the room will be tidied by the trainer.

### Typical Work Plan and Schedule

Contractor will schedule an off-the-shelf course in as little as two weeks' time. For a customized course or other development activity three to four weeks is realistic depending on the amount of customization and needs analysis conducted.



<b>WORK PLAN</b>	
<b>Task</b>	<b>Deliverable</b>
<b>Phase 1: Scheduling and Curriculum</b>	
1. Kick-off meeting with the TEC and contractor to define expectations, review desired courses, discuss goals and learning objectives, and discuss timeline and schedules	<ul style="list-style-type: none"> <li>• Proposed work plan</li> <li>• Copies of course materials for review</li> </ul>
2. Curriculum/Content Meetings <ul style="list-style-type: none"> <li>• Set up meetings with stakeholders to gather additional information needed to create or tailor curriculum or project</li> <li>• Ensure courses are accurate, meet the learning objectives, current, easy to read, consistent, easy to navigate and use in the classroom</li> </ul>	<ul style="list-style-type: none"> <li>• Draft curriculum</li> </ul>
3. Work with TEC to identify tentative schedule of classes or other services	<ul style="list-style-type: none"> <li>• Draft schedule</li> </ul>
4. Review the policies and procedures regarding the use of TEC facilities	<ul style="list-style-type: none"> <li>• Documented policies and procedures</li> </ul>
5. Create a plan to promote the classes internally and discuss registrations	<ul style="list-style-type: none"> <li>• Plan for registrations and course publicity</li> </ul>
6. Any needed curriculum changes are completed	<ul style="list-style-type: none"> <li>• Finalized curriculum</li> </ul>
<b>Phase 2: Prepare for Training Program</b>	
1. Schedule courses in coordination with TEC contact	<ul style="list-style-type: none"> <li>• Final course schedule</li> </ul>
2. Course materials produced and shipped to the TEC contact. Provide camera-ready materials to the County when the County is reproducing course materials.	<ul style="list-style-type: none"> <li>• Quality course materials</li> </ul>
3. Instructor contacts TEC contact 3-5 days prior to the training day to confirm logistics and delivery of course	<ul style="list-style-type: none"> <li>• E-mail or phone communication</li> </ul>
4. Instructor preparation	<ul style="list-style-type: none"> <li>• Prepared instructors</li> </ul>
<b>Phase 3: Deliver Program</b>	
1. Load and test any class files prior to the first delivery of each class if needed	<ul style="list-style-type: none"> <li>• Contractor personnel or TEC contact testing files at facility</li> </ul>
2. Contractor instructor distributes course materials in the room prior to the start time	<ul style="list-style-type: none"> <li>• A prepared classroom</li> </ul>

3. Contractor instructor sets up equipment needed for the course, i.e. laptop and projector	<ul style="list-style-type: none"> <li>• A prepared classroom</li> </ul>
4. Deliver class sessions as scheduled	<ul style="list-style-type: none"> <li>• Successful delivery of scheduled class</li> </ul>
5. Approved training roster is completed	<ul style="list-style-type: none"> <li>• Completed roster</li> </ul>
<b>Phase 4: Class Completion Activities</b>	
1. Distribute Training Evaluation Form to each student at the completion of the class, collect completed evaluation forms, and deliver completed forms to the TEC contact	<ul style="list-style-type: none"> <li>• Completed end of course evaluations</li> </ul>
2. Sign and distribute Certificates of Completion	<ul style="list-style-type: none"> <li>• Signed and distributed certificates</li> </ul>
3. Instructor to remove unused course materials and tidy room	<ul style="list-style-type: none"> <li>• Clean training room</li> </ul>
<b>Phase 5: Manage and Administer Program</b>	
1. Contractor project manager will engage in regular and periodic communications	<ul style="list-style-type: none"> <li>• Feedback sessions</li> <li>• Reports if requested</li> </ul>
2. Scheduling of classes	<ul style="list-style-type: none"> <li>• Class schedules as requested</li> </ul>
3. Continuous review and incorporation of new information, regulation and/or guidance using up-to-date and accurate information	<ul style="list-style-type: none"> <li>• Up to date training materials</li> </ul>
4. Create and distribute a follow-up evaluation survey if required to assess long term application of knowledge and skills	<ul style="list-style-type: none"> <li>• Application data</li> </ul>

## EXHIBIT B

### PAYMENT TERMS

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

Half day rate is 60% of full day rate (applies to all topics).

Description	Estimated Hours/days per Year	Year 1 Hourly/daily Fee	Extended Cost Year 1	Year 2 Hourly/daily Fee	Extended Cost Year 2	Year 3 Hourly/daily Fee	Extended Cost Year 3	3 Year Total
Design/Development	300 hours	\$180	\$54,000	\$180	\$54,000	\$180	\$54,000	\$162,000
Coaching	300 hours	\$250	\$75,000	\$250	\$75,000	\$250	\$75,000	\$225,000
Consulting	500 hours	\$180	\$90,000	\$180	\$90,000	\$180	\$90,000	\$270,000
Facilitation	600 hours	\$210	\$126,000	\$210	\$126,000	\$210	\$126,000	\$378,000
Training Classes: full day	100 days	\$2,500	\$250,000	\$2500	\$250,000	\$2500	\$250,000	\$750,000
Training Classes: half day	80 half-days	\$1,500	\$120,000	\$1500	\$120,000	\$1500	\$120,000	\$360,000
<b>Annual Totals Years 1, 2 and 3</b>			<b>\$715,000</b>		<b>\$715,000</b>		<b>\$715,000</b>	
<b>Grand Total for All 3 Years</b>								<b>\$2,145,000</b>

<b>Participant Materials &amp; Tools Fees</b>	
<b>Training Materials</b>	<b>Cost</b>
Third Party Assessments, e.g. Leadership Practices Inventory, 360 Assessment, StrengthFinder 2.0, MBTI, DiSC, Thomas Kilmann Instrument, etc.	\$15-\$250 depending on the instrument and training course. Only some courses require third party assessments.
<b>Total Cost</b>	\$15-\$250 depending on the instrument and training course. Only some courses require third party assessments.

2. Invoices will be reviewed for approval by the County, Training and Education Center.
3. Total payment under the terms of this Agreement will not exceed the total pooled amount of \$825,000. This cost includes all taxes and all other charges.

4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
  
5. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:

**EXHIBIT C**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<p><b><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:             <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

**The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:**

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

**If there are any exceptions to this certification, insert the exceptions in the following space.**

**Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.**

**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, 2014, is by and between the County of Alameda, hereinafter referred to as the "County", and James Leadership Group, hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain training and organizational development services which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide training and organizational development services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Specific Requirements and Deliverables / Reports
- Exhibit A-2 Description of Services
- Exhibit A-3 Implementation Plan and Schedule
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from January 1, 2015 through December 31, 2017

The County neither warrants nor guarantees any minimum or maximum compensation to the Contractor under this Agreement. The services required under this contract will be assigned as needed between five (5) contractors and payment will be in accordance with Exhibit B. Actual work assignments will be based on Training and Education Center ~~priorities and content needs, ability of instructors to teach to requirements, and~~ availability of instructors. The Contractor will be paid for all services performed at the County's request during the term of the contract. The compensation payable to Contractor hereunder shall not exceed the pooled amount of Eight Hundred Twenty Five Thousand dollars (\$825,000) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

JAMES LEADERSHIP GROUP

By: \_\_\_\_\_  
Signature

By:   
Signature

Name: \_\_\_\_\_  
(Printed)

Name: KENNETH JAMES  
(Printed)

Title: Purchasing Agent

Title: PRESIDENT

Date: \_\_\_\_\_

Date: 11/13/14

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.



## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

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2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

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4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
  
6. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
  
  - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
  
  - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
  - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
    - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
    - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA  
125 12<sup>th</sup> Street, 4<sup>th</sup> Floor  
Oakland, CA 94607  
Attn: Elsie Lum

To Contractor: James Leadership Group  
23 Mission Hills  
Oakland, CA 94605  
Attn: Kenneth L. James

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Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

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  - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

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18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of



all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its training and organizational development services shall not exceed \$825,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

**Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:**

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.

- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required. .
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.

- 
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

- b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
  - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- 
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs)

incurred in relationship with County's defense and/or settlement of such proceeding.

- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
  - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

**ADDITIONAL PROVISIONS**

37. **CONFIDENTIALITY OF INFORMATION:** Confidential information is defined as all information disclosed to Contractor which relates to the County's past, present, and future activities, as well as activities under this agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of the Agreement, Contractor will return to County all written or descriptive matter which contain any such confidential information.

This provision is in addition to and specifically incorporates all of Paragraph 12 of the Standard Service Agreement. To the extent of any conflict with this provision and the Standard Service Agreement, this more stringent requirement providing the County with the broadest scope of protections shall control.

**FOR Alameda County Training & Education Center (TEC) ONLY:** Contractor recognizes TEC's proprietary rights in its know-how, processes, works, techniques, databases, good will, and lists of existing and identified potential customers, suppliers, and associates, and agrees that Contractor will not at any time do or suffer to be done any act which may in any way impair any of said rights. Contractor may use any materials provided by the TEC only in conjunction with the services Contractor provides pursuant to this agreement, and except for such use, may not duplicate, modify, record, or distribute these materials in any way without prior written approval of the TEC Director.

38. **NON-COMPETITION [For Alameda County Training & Education Center (TEC) Only]:** For a period of two years immediately following the termination of this agreement, Contractor shall not call on, solicit, take away, or attempt to call on, solicit, or take away any Alameda County department who is a customer of the TEC with whom Contractor has worked with through the TEC while performing services pursuant to this agreement.

County Counsel Signature: \_\_\_\_\_

**EXHIBIT A**

**DEFINITION OF SERVICES**

1. Contractor shall provide training and organizational development services with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 Specific Requirements and Deliverables/Reports  
Exhibit A-2 Description of Services  
Exhibit A-3 Implementation Plan and Schedule

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. 901171, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor’s proposal shall be performed to the greatest extent feasible.
- b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

<u>Name</u>	<u>Title</u>
Dr. Kenneth James	President & CLO
Karen Vyner	Coaching Consultant
Kipp Leyser	Coaching Consultant
Dr. David Gabriel	Talent Management Consultant
Antoine Moore	Leadership Consultant
Dr. Jeffrey “Bo” Boynton	Leadership Consultant

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County’s approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.



## EXHIBIT A-1

### SPECIFIC REQUIREMENTS AND DELIVERABLES / REPORTS

#### A. Specific Requirements

1. Contractor shall provide training and organizational development services in the following areas:
  - a. Customized design and delivery of training.
  - b. Facilitation of staff retreats, planning sessions, focus groups and meetings.
  - c. Consultation sessions for program interventions and follow-up programs.
  - d. Coaching of leaders, managers and employees of organizations.
  - e. Training of trainers
  - f. Design of training materials (instructor led &/or online) with licensing rights.
  - g. Design of audio-visual and other training support or job aids.
  - h. Workplace Mediation services.
  - i. Organizational Assessment
  - j. Organizational Consulting
  - k. Leadership Assessment
  - l. Mentoring programs
  - m. 360 degree feedback analysis and coaching
  - n. Executive/Leadership/Performance Coaching
  - o. Customer/Employee Satisfaction Surveys
- ~~2. Contractor shall offer learning topics including but not limited to:~~
  - a. Strategic Thinking/Planning
  - b. Developing Vision, Mission, Goals

- c. Succession Planning
  - d. Career Development
  - e. Leadership/Manager/Supervisory Development
  - f. Project Management
  - g. Change Management
  - h. Public Speaking
  - i. Writing skills
  - j. Stress Management
  - k. Customer Service
  - l. Manager as coach
  - m. Teambuilding
  - n. Problem solving
  - o. Collaboration
  - p. Time/Priority Management
  - q. Resolving Workplace Conflict/Workplace Mediation
  - r. Customized Design, Delivery and Training of Trainers for policy related topics such as:
    - (1) Sexual Harassment
    - (2) American with Disabilities Act
    - (3) Workplace Violence
    - (4) Managing and Valuing Diversity
    - (5) Hiring and Selection Interviewing
    - (6) Disciplinary Action Process
- 
- (7) Performance Management/Measurement

3. The Contractor shall be able to work within Training and Education Center (TEC) guidelines to provide selected contractors to deliver organizational

development consulting and customized training as needed by County departments and outside organizations.

4. Contractor shall provide and assign high quality consultants or instructors on a consistent basis to deliver consulting or customized training as needed by the TEC. The training shall be based on TEC priorities and needs. One or more instructors may be required. The TEC reserves the right to cancel the training class with fourteen (14) calendar days' notice, and not be charged for the class or training manuals by the vendor.
5. The Contractor shall be responsible for training their instructors on an ongoing basis and will orient each instructor prior to the delivery of any training for the first time. The orientation shall cover Conference Center policies and procedures, including emergency procedures, non-competition agreements, ergonomics, paper conservation, evaluations, and sign-in rosters. Instructors shall provide the training for the entire time allotted for each class unless otherwise instructed by the TEC staff.
6. All instructors shall use the methods suggested by the training protocols established and updated by the TEC such as maintaining and updating each training syllabus, introducing and following objectives for each class, completing training as described, and utilizing training aids such as the projection system
7. Instructors shall teach primarily in the TEC. Some may be assigned to a customer's site where they shall set up and use the customer's meeting rooms. The same accountability is expected regarding performance, behavior, use of equipment, delivery, and protocols, etc. at a customer's site as at the TEC.
8. The Contractor and all of its instructors shall provide immediate feedback to the TEC Director or Workforce Planning & Development Manager regarding all customer requests for new or additional services or to lodge complaints.
9. Contractor shall provide the County with rights to reproduce materials for class participants at no additional cost to the County.
10. If the contractor supplies additional handouts or printed material, the County prefers they are printed double-sided and on minimum 30% post-consumer recycled content paper whenever possible. Contractor is encouraged to make materials available to students electronically as well.
11. Full day classes are held from 8:30 a.m. to 4:30 p.m. with one hour for lunch and ~~two fifteen (15) minute breaks a total of 6.5 hours/day of instruction time. Half-~~ day classes are generally held for 4 hours, from 8:30 a.m. to 12:30 p.m. or 8:00 a.m. to 12 noon.

12. Classes will be provided up to an estimated one hundred eighty (180) training days per year, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of TEC).
13. Consulting, design, coaching, facilitation, &/or mediation services will be provided up to an estimated seventeen hundred (1700) hours per year, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of TEC). If damage is done to the computer lab site and requires readjustment and/or resetting, Contractor will be charged \$85.00/hour for work required to repair the lab. This is non-negotiable.
14. Late and Cancellation Penalties. The provision of reliable classes that start on schedule is a material term of the contract. Cancellations and late starts of a class have a negative financial impact on the County.
  - a. Late Penalties: For each scheduled class that does not begin within thirty 30 minutes of the scheduled start time, Contractor shall be charged a penalty of 25% of the cost of the session. If a scheduled class does not begin until 31 minutes or later than the scheduled start time the County may notify the Contractor the class is considered cancelled and cancellation penalties will be applied.
  - b. Cancellation Penalties: For classes that fail to happen as scheduled, without notice or with less than 14 day notice, Contractor shall be charged a penalty of 50% of the cost of the session. Notice given after 5:00 p.m. on any business day or on a weekend will be considered given at 8:00 a.m. on the next business day.
  - c. Payment of Penalties: Any penalties charged to Contractor may be deducted by County from any pending invoice. If the amount owed to County is less than the amount of any pending invoice(s), Contractor shall pay the sum due to County within 15 days of receiving a request for full payment of the penalty.

B. Deliverables / Reports

1. Regular progress reports shall be provided by the contractor based upon participant evaluation forms. All class average scores that fall below the acceptable 4.0 out of 5.0 rating will be addressed with a written plan of action provided by the contractor. The individual student's evaluation forms should be attached to the Progress Report. TEC shall keep original participant evaluation forms, and give copies to the contractor. ~~Forms utilized will be mutually agreed upon by the County and the contractor.~~

## EXHIBIT A-2

### DESCRIPTION OF SERVICES

- A. Contractor will provide training and organizational development services in the following areas:
1. Customized design and delivery of training.
  2. Facilitation of staff retreats, planning sessions, focus groups and meetings.
  3. Consultation sessions for program interventions and follow-up programs.
  4. Coaching of leaders, managers and employees of organizations.
  5. Training of trainers
  6. Design of training materials (instructor led &/or online) with licensing rights.
  7. Design of audio-visual and other training support or job aids.
  8. Workplace Mediation services.
  9. Organizational Assessment
  10. Organizational Consulting
  11. Leadership Assessment
  12. Mentoring programs
  13. 360 degree feedback analysis and coaching
  14. Executive/Leadership/Performance Coaching
  15. Customer/Employee Satisfaction Surveys
- B. Contractor will offer learning topics including but not limited to:
1. Strategic Thinking/Planning
  2. Developing Vision, Mission, Goals
  3. Succession Planning
-

4. Career Development
  5. Leadership/Manager/Supervisory Development
  6. Project Management
  7. Change Management
  8. Public Speaking
  9. Writing skills
  10. Stress Management
  11. Customer Service
  12. Manager as coach
  13. Teambuilding
  14. Problem solving
  15. Collaboration
  16. Time/Priority Management
  17. Resolving Workplace Conflict/Workplace Mediation
  18. Customized Design, Delivery and Training of Trainers for policy related topics such as:
    - a. Sexual Harassment
    - b. American with Disabilities Act
    - c. Workplace Violence
    - d. Managing and Valuing Diversity
    - e. Hiring and Selection Interviewing
    - f. Disciplinary Action Process
    - g. Performance Management/Measurement
- 
19. The Contractor will be able to work within Training and Education Center (TEC) guidelines to provide selected contractors to deliver organizational development consulting and customized training as needed by County departments and outside organizations.

20. Contractor will provide and assign high quality consultants or instructors on a consistent basis to deliver consulting or customized training as needed by the TEC. The training will be based on TEC priorities and needs. One or more instructors may be required. The TEC reserves the right to cancel the training class with fourteen (14) calendar days' notice, and not be charged for the class or training manuals by the vendor.
  21. The Contractor will be responsible for training their instructors on an ongoing basis and will orient each instructor prior to the delivery of any training for the first time. The orientation will cover Conference Center policies and procedures, including emergency procedures, non-competition agreements, ergonomics, paper conservation, evaluations, and sign-in rosters. Instructors will provide the training for the entire time allotted for each class unless otherwise instructed by the TEC staff.
  22. All instructors will use the methods suggested by the training protocols established and updated by the TEC such as maintaining and updating each training syllabus, introducing and following objectives for each class, completing training as described, and utilizing training aids such as the projection system
  23. Instructors will teach primarily in the TEC. Some may be assigned to a customer's site where they will set up and use the customer's meeting rooms. The same accountability is expected regarding performance, behavior, use of equipment, delivery, and protocols, etc. at a customer's site as at the TEC.
  24. The Contractor and all of its instructors will provide immediate feedback to the TEC Director or Workforce Planning & Development Manager regarding all customer requests for new or additional services or to lodge complaints.
  25. Contractor will provide the County with rights to reproduce materials for class participants at no additional cost to the County.
  26. If the contractor supplies additional handouts or printed material, the County prefers they are printed double-sided and on minimum 30% post-consumer recycled content paper whenever possible. Contractor is encouraged to make materials available to students electronically as well.
  27. Full day classes are held from 8:30 a.m. to 4:30 p.m. with one hour for lunch and two fifteen (15) minute breaks a total of 6.5 hours/day of instruction time. Half-day classes are generally held for 4 hours, from 8:30 a.m. to 12:30 p.m. or 8:00 a.m. to 12 noon.
- 
28. Classes will be provided up to an estimated one hundred eighty (180) training days per year, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of TEC).

29. Consulting, design, coaching, facilitation, &/or mediation services will be provided up to an estimated seventeen hundred (1700) hours per year, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of TEC). If damage is done to the computer lab site and requires readjustment and/or resetting, Contractor will be charged \$85.00/hour for work required to repair the lab. This is non-negotiable.
30. Late and Cancellation Penalties. The provision of reliable classes that start on schedule is a material term of the contract. Cancellations and late starts of a class have a negative financial impact on the County.
  - a. Late Penalties: For each scheduled class that does not begin within thirty 30 minutes of the scheduled start time, Contractor will be charged a penalty of 25% of the cost of the session. If a scheduled class does not begin until 31 minutes or later than the scheduled start time the County may notify the Contractor the class is considered cancelled and cancellation penalties will be applied.
  - b. Cancellation Penalties: For classes that fail to happen as scheduled, without notice or with less than 14 day notice, Contractor will be charged a penalty of 50% of the cost of the session. Notice given after 5:00 p.m. on any business day or on a weekend will be considered given at 8:00 a.m. on the next business day.
31. Payment of Penalties: Any penalties charged to Contractor may be deducted by County from any pending invoice. If the amount owed to County is less than the amount of any pending invoice(s), Contractor will pay the sum due to County within 15 days of receiving a request for full payment of the penalty.

C. Deliverables / Reports

Regular progress reports will be provided by the contractor based upon participant evaluation forms. All class average scores that fall below the acceptable 4.0 out of 5.0 rating will be addressed with a written plan of action provided by the contractor. The individual student's evaluation forms should be attached to the Progress Report. TEC will keep original participant evaluation forms, and give copies to the contractor. Forms utilized will be mutually agreed upon by the County and the contractor.

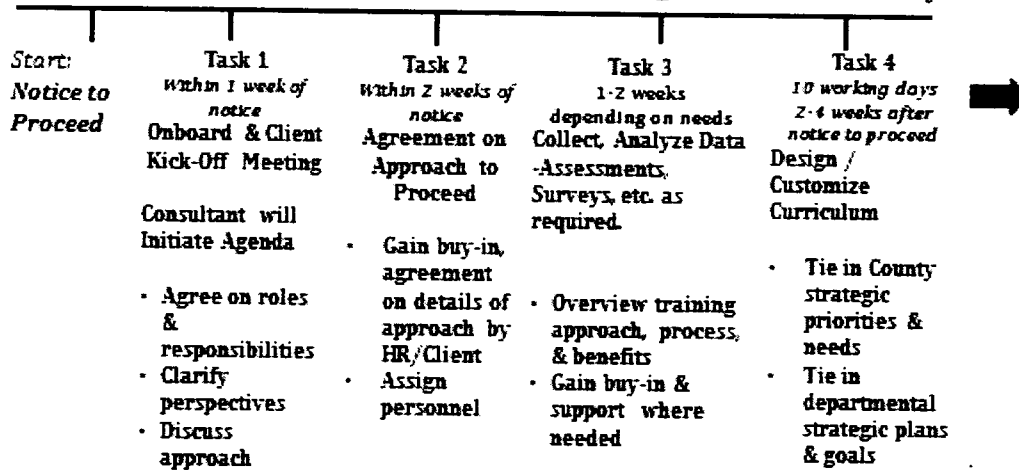


**EXHIBIT A-3**

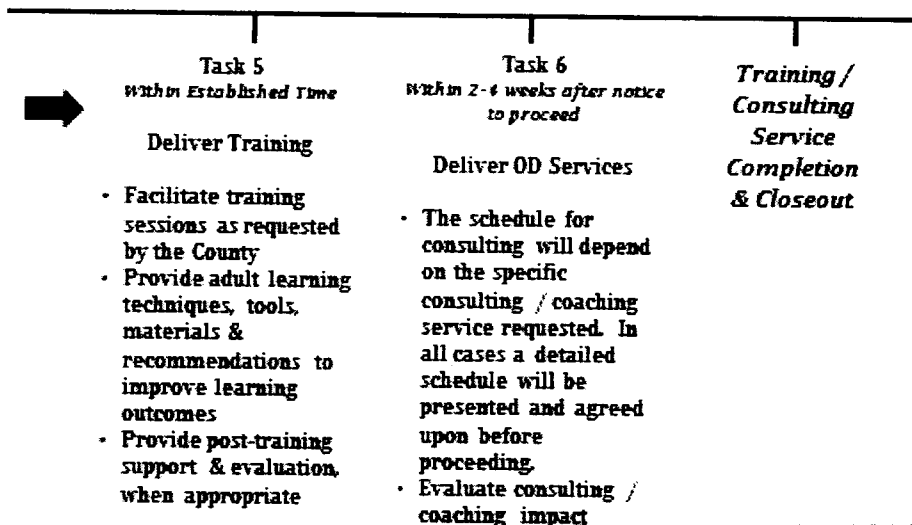
**IMPLEMENTATION PLAN AND SCHEDULE**

Contractor will use the following implementation plan and schedule:

**Implementation Plan and Schedule (Task Level)  
 for Training and Organizational Consulting – Alameda County**



**Implementation Plan and Schedule (continued...)**



**EXHIBIT B**

**PAYMENT TERMS**

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

Half day rate is 75% of full day rate (applies to all topics).

Description	Estimated Hours/days per Year	Year 1 Hourly /daily Fee	Extended Cost Year 1	Year 2 Hourly /daily Fee	Extended Cost Year 2	Year 3 Hourly/ daily Fee	Extended Cost Year 3	3 Year Total
Design/Development	300 hours	\$180	\$54,000	\$180	\$54,000	\$180	\$54,000	\$162,000
Coaching	300 hours	\$210	\$63,000	\$210	\$63,000	\$210	\$63,000	\$189,000
Consulting	500 hours	\$210	\$105,000	\$210	\$105,000	\$210	\$105,000	\$315,000
Facilitation	600 hours	\$180	\$108,000	\$180	\$108,000	\$180	\$108,000	\$324,000
Training Classes: full day	100 days	\$1600	\$160,000	\$1600	\$160,000	\$1600	\$160,000	\$480,000
Training Classes: half day	80 half-days	\$1200	\$96,000	\$1200	\$96,000	\$1200	\$96,000	\$288,000
<b>Annual Totals Years 1, 2 and 3</b>			<b>\$586,000</b>		<b>\$586,000</b>		<b>\$586,000</b>	
<b>Grand Total for All 3 Years</b>								<b>\$1,758,000</b>

2. Invoices will be reviewed for approval by the County, Training and Education Center.
3. Total payment under the terms of this Agreement will not exceed the total pooled amount of \$825,000. This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
5. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:

**EXHIBIT C**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

<b>TYPE OF INSURANCE COVERAGES</b>		<b>MINIMUM LIMITS</b>
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<p><b><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:               <ul style="list-style-type: none"> <li>- Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

**The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:**

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**


**If there are any exceptions to this certification, insert the exceptions in the following space.**

**Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.**

**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: JAMES LEADERSHIP GROUP

PRINCIPAL: KENNETH JAMES TITLE: PRESIDENT

SIGNATURE:  DATE: 11 / 13 / 14

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, 2014, is by and between the County of Alameda, hereinafter referred to as the “County”, and K. Iwata Associates, Inc., hereinafter referred to as the “Contractor”.

**WITNESSETH**

Whereas, County desires to obtain training and organizational development services which are more fully described in Exhibit A hereto (“Definition of Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide training and organizational development services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Specific Requirements and Deliverables/Reports
- Exhibit A-2 Description of Services
- Exhibit A-3 Implementation Plan and Schedule
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from January 1, 2015 through December 31, 2017

The County neither warrants nor guarantees any minimum or maximum compensation to the Contractor under this Agreement. The services required under this contract will be assigned as needed between five (5) contractors and payment will be in accordance with Exhibit B. Actual work assignments will be based on Training and Education Center priorities and content needs, ability of instructors to teach to requirements, and availability of instructors. The Contractor will be paid for all services performed at the County’s request during the term of the contract. The compensation payable to Contractor hereunder shall not exceed the pooled amount of Eight Hundred Twenty Five Thousand dollars (\$825,000) for the term of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

K. IWATA ASSOCIATES, INC.

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Printed)

Name: \_\_\_\_\_  
(Printed)

Title: Purchasing Agent

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar



character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
  - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
  - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
  - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
  - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
    - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
    - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA  
125 12<sup>th</sup> Street, 4<sup>th</sup> Floor  
Oakland, CA 94607  
Attn: Elsie Lum

To Contractor: K. Iwata Associates, Inc.  
32466 Monterey Drive  
Union City, CA 94587  
Attn: Kay Iwata

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
  - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of

all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its training and organizational development services shall not exceed \$825,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

**Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement,** Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.

- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required. .
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.



25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

- b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
  - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs)

incurred in relationship with County's defense and/or settlement of such proceeding.

- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
  - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

**ADDITIONAL PROVISIONS**

37. **CONFIDENTIALITY OF INFORMATION:** Confidential information is defined as all information disclosed to Contractor which relates to the County's past, present, and future activities, as well as activities under this agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of the Agreement, Contractor will return to County all written or descriptive matter which contain any such confidential information.

This provision is in addition to and specifically incorporates all of Paragraph 12 of the Standard Service Agreement. To the extent of any conflict with this provision and the Standard Service Agreement, this more stringent requirement providing the County with the broadest scope of protections shall control.

FOR Alameda County Training & Education Center (TEC) ONLY: Contractor recognizes TEC's proprietary rights in its know-how, processes, works, techniques, databases, good will, and lists of existing and identified potential customers, suppliers, and associates, and agrees that Contractor will not at any time do or suffer to be done any act which may in any way impair any of said rights. Contractor may use any materials provided by the TEC only in conjunction with the services Contractor provides pursuant to this agreement, and except for such use, may not duplicate, modify, record, or distribute these materials in any way without prior written approval of the TEC Director.

38. **NON-COMPETITION** [For Alameda County Training & Education Center (TEC) Only]: For a period of two years immediately following the termination of this agreement, Contractor shall not call on, solicit, take away, or attempt to call on, solicit, or take away any Alameda County department who is a customer of the TEC with whom Contractor has worked with through the TEC while performing services pursuant to this agreement.

County Counsel Signature: \_\_\_\_\_

## EXHIBIT A

### DEFINITION OF SERVICES

1. Contractor shall provide training and organizational development services with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 Specific Requirements and Deliverables/Reports

Exhibit A-2 Description of Services

Exhibit A-3 Implementation Plan and Schedule

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. 901171, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
- b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

<u>Name</u>	<u>Title</u>
Kay Iwata	President
Juan T. Lopez	Subcontractor/Consultant
Julie O'Mara	Subcontractor/Consultant
Tommy Smith	Subcontractor/Consultant
Denise P. Beaty	Subcontractor/Desktop Publisher
Robin Choy	Office Manager

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

## EXHIBIT A-1

### SPECIFIC REQUIREMENTS AND DELIVERABLES / REPORTS

#### A. Specific Requirements

1. Contractor shall provide training and organizational development services in the following areas:
  - a. Customized design and delivery of training.
  - b. Facilitation of staff retreats, planning sessions, focus groups and meetings.
  - c. Consultation sessions for program interventions and follow-up programs.
  - d. Coaching of leaders, managers and employees of organizations.
  - e. Training of trainers
  - f. Design of training materials (instructor led &/or online) with licensing rights.
  - g. Design of audio-visual and other training support or job aids.
  - h. Workplace Mediation services.
  - i. Organizational Assessment
  - j. Organizational Consulting
  - k. Leadership Assessment
  - l. Mentoring programs
  - m. 360 degree feedback analysis and coaching
  - n. Executive/Leadership/Performance Coaching
  - o. Customer/Employee Satisfaction Surveys
  
2. Contractor shall offer learning topics including but not limited to:
  - a. Strategic Thinking/Planning
  - b. Developing Vision, Mission, Goals

- c. Succession Planning
  - d. Career Development
  - e. Leadership/Manager/Supervisory Development
  - f. Project Management
  - g. Change Management
  - h. Public Speaking
  - i. Writing skills
  - j. Stress Management
  - k. Customer Service
  - l. Manager as coach
  - m. Teambuilding
  - n. Problem solving
  - o. Collaboration
  - p. Time/Priority Management
  - q. Resolving Workplace Conflict/Workplace Mediation
  - r. Customized Design, Delivery and Training of Trainers for policy related topics such as:
    - (1) Sexual Harassment
    - (2) American with Disabilities Act
    - (3) Workplace Violence
    - (4) Managing and Valuing Diversity
    - (5) Hiring and Selection Interviewing
    - (6) Disciplinary Action Process
    - (7) Performance Management/Measurement
3. The Contractor shall be able to work within Training and Education Center (TEC) guidelines to provide selected contractors to deliver organizational



development consulting and customized training as needed by County departments and outside organizations.

4. Contractor shall provide and assign high quality consultants or instructors on a consistent basis to deliver consulting or customized training as needed by the TEC. The training shall be based on TEC priorities and needs. One or more instructors may be required. The TEC reserves the right to cancel the training class with fourteen (14) calendar days' notice, and not be charged for the class or training manuals by the vendor.
5. The Contractor shall be responsible for training their instructors on an ongoing basis and will orient each instructor prior to the delivery of any training for the first time. The orientation shall cover Conference Center policies and procedures, including emergency procedures, non-competition agreements, ergonomics, paper conservation, evaluations, and sign-in rosters. Instructors shall provide the training for the entire time allotted for each class unless otherwise instructed by the TEC staff.
6. All instructors shall use the methods suggested by the training protocols established and updated by the TEC such as maintaining and updating each training syllabus, introducing and following objectives for each class, completing training as described, and utilizing training aids such as the projection system
7. Instructors shall teach primarily in the TEC. Some may be assigned to a customer's site where they shall set up and use the customer's meeting rooms. The same accountability is expected regarding performance, behavior, use of equipment, delivery, and protocols, etc. at a customer's site as at the TEC.
8. The Contractor and all of its instructors shall provide immediate feedback to the TEC Director or Workforce Planning & Development Manager regarding all customer requests for new or additional services or to lodge complaints.
9. Contractor shall provide the County with rights to reproduce materials for class participants at no additional cost to the County.
10. If the contractor supplies additional handouts or printed material, the County prefers they are printed double-sided and on minimum 30% post-consumer recycled content paper whenever possible. Contractor is encouraged to make materials available to students electronically as well.
11. Full day classes are held from 8:30 a.m. to 4:30 p.m. with one hour for lunch and two fifteen (15) minute breaks a total of 6.5 hours/day of instruction time. Half-day classes are generally held for 4 hours, from 8:30 a.m. to 12:30 p.m. or 8:00 a.m. to 12 noon.

12. Classes will be provided up to an estimated one hundred eighty (180) training days per year, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of TEC).
13. Consulting, design, coaching, facilitation, &/or mediation services will be provided up to an estimated seventeen hundred (1700) hours per year, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of TEC). If damage is done to the computer lab site and requires readjustment and/or resetting, Contractor will be charged \$85.00/hour for work required to repair the lab. This is non-negotiable.
14. Late and Cancellation Penalties. The provision of reliable classes that start on schedule is a material term of the contract. Cancellations and late starts of a class have a negative financial impact on the County.
  - a. Late Penalties: For each scheduled class that does not begin within thirty 30 minutes of the scheduled start time, Contractor shall be charged a penalty of 25% of the cost of the session. If a scheduled class does not begin until 31 minutes or later than the scheduled start time the County may notify the Contractor the class is considered cancelled and cancellation penalties will be applied.
  - b. Cancellation Penalties: For classes that fail to happen as scheduled, without notice or with less than 14 day notice, Contractor shall be charged a penalty of 50% of the cost of the session. Notice given after 5:00 p.m. on any business day or on a weekend will be considered given at 8:00 a.m. on the next business day.
  - c. Payment of Penalties: Any penalties charged to Contractor may be deducted by County from any pending invoice. If the amount owed to County is less than the amount of any pending invoice(s), Contractor shall pay the sum due to County within 15 days of receiving a request for full payment of the penalty.

**B. Deliverables / Reports**

1. Regular progress reports shall be provided by the contractor based upon participant evaluation forms. All class average scores that fall below the acceptable 4.0 out of 5.0 rating will be addressed with a written plan of action provided by the contractor. The individual student's evaluation forms should be attached to the Progress Report. TEC shall keep original participant evaluation forms, and give copies to the contractor. Forms utilized will be mutually agreed upon by the County and the contractor.

## EXHIBIT A-2

### DESCRIPTION OF SERVICES

- A. Contractor will provide training and organizational development services in the following areas:
1. Customized design and delivery of training.
  2. Facilitation of staff retreats, planning sessions, focus groups and meetings.
  3. Consultation sessions for program interventions and follow-up programs.
  4. Coaching of leaders, managers and employees of organizations.
  5. Training of trainers
  6. Design of training materials (instructor led &/or online) with licensing rights.
  7. Design of audio-visual and other training support or job aids.
  8. Workplace Mediation services.
  9. Organizational Assessment
  10. Organizational Consulting
  11. Leadership Assessment
  12. Mentoring programs
  13. 360 degree feedback analysis and coaching
  14. Executive/Leadership/Performance Coaching
  15. Customer/Employee Satisfaction Surveys
- B. Contractor will provide learning topics including but not limited to:
1. Strategic Thinking/Planning
  2. Developing Vision, Mission, Goals
  3. Succession Planning

4. Career Development
5. Leadership/Manager/Supervisory Development
6. Project Management
7. Change Management
8. Public Speaking
9. Writing skills
10. Stress Management
11. Customer Service
12. Manager as coach
13. Teambuilding
14. Problem solving
15. Collaboration
16. Time/Priority Management
17. Resolving Workplace Conflict/Workplace Mediation
18. Customized Design, Delivery and Training of Trainers for policy related topics such as:
  - a. Sexual Harassment
  - b. American with Disabilities Act
  - c. Workplace Violence
  - d. Managing and Valuing Diversity
  - e. Hiring and Selection Interviewing
  - f. Disciplinary Action Process
  - g. Performance Management/Measurement
19. The Contractor will be able to work within Training and Education Center (TEC) guidelines to provide selected contractors to deliver organizational development consulting and customized training as needed by County departments and outside organizations.

20. Contractor will provide and assign high quality consultants or instructors on a consistent basis to deliver consulting or customized training as needed by the TEC. The training will be based on TEC priorities and needs. One or more instructors may be required. The TEC reserves the right to cancel the training class with fourteen (14) calendar days' notice, and not be charged for the class or training manuals by the vendor.
21. The Contractor will be responsible for training their instructors on an ongoing basis and will orient each instructor prior to the delivery of any training for the first time. The orientation will cover Conference Center policies and procedures, including emergency procedures, non-competition agreements, ergonomics, paper conservation, evaluations, and sign-in rosters. Instructors will provide the training for the entire time allotted for each class unless otherwise instructed by the TEC staff.
22. All instructors will use the methods suggested by the training protocols established and updated by the TEC such as maintaining and updating each training syllabus, introducing and following objectives for each class, completing training as described, and utilizing training aids such as the projection system
23. Instructors will teach primarily in the TEC. Some may be assigned to a customer's site where they will set up and use the customer's meeting rooms. The same accountability is expected regarding performance, behavior, use of equipment, delivery, and protocols, etc. at a customer's site as at the TEC.
24. The Contractor and all of its instructors will provide immediate feedback to the TEC Director or Workforce Planning & Development Manager regarding all customer requests for new or additional services or to lodge complaints.
25. Contractor will provide the County with rights to reproduce materials for class participants at no additional cost to the County.
26. If the contractor supplies additional handouts or printed material, the County prefers they are printed double-sided and on minimum 30% post-consumer recycled content paper whenever possible. Contractor is encouraged to make materials available to students electronically as well.
27. Full day classes are held from 8:30 a.m. to 4:30 p.m. with one hour for lunch and two fifteen (15) minute breaks a total of 6.5 hours/day of instruction time. Half-day classes are generally held for 4 hours, from 8:30 a.m. to 12:30 p.m. or 8:00 a.m. to 12 noon.
28. Classes will be provided up to an estimated one hundred eighty (180) training days per year, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of TEC).

29. Consulting, design, coaching, facilitation, &/or mediation services will be provided up to an estimated seventeen hundred (1700) hours per year, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of TEC). If damage is done to the computer lab site and requires readjustment and/or resetting, Contractor will be charged \$85.00/hour for work required to repair the lab. This is non-negotiable.
30. Late and Cancellation Penalties. The provision of reliable classes that start on schedule is a material term of the contract. Cancellations and late starts of a class have a negative financial impact on the County.
  - a. Late Penalties: For each scheduled class that does not begin within thirty 30 minutes of the scheduled start time, Contractor will be charged a penalty of 25% of the cost of the session. If a scheduled class does not begin until 31 minutes or later than the scheduled start time the County may notify the Contractor the class is considered cancelled and cancellation penalties will be applied.
  - b. Cancellation Penalties: For classes that fail to happen as scheduled, without notice or with less than 14 day notice, Contractor will be charged a penalty of 50% of the cost of the session. Notice given after 5:00 p.m. on any business day or on a weekend will be considered given at 8:00 a.m. on the next business day.
  - c. Payment of Penalties: Any penalties charged to Contractor may be deducted by County from any pending invoice. If the amount owed to County is less than the amount of any pending invoice(s), Contractor will pay the sum due to County within 15 days of receiving a request for full payment of the penalty.

C. Deliverables / Reports

1. Regular progress reports will be provided by the contractor based upon participant evaluation forms. All class average scores that fall below the acceptable 4.0 out of 5.0 rating will be addressed with a written plan of action provided by the contractor. The individual student's evaluation forms should be attached to the Progress Report. TEC will keep original participant evaluation forms, and give copies to the contractor. Forms utilized will be mutually agreed upon by the County and the contractor.

### EXHIBIT A-3

#### IMPLEMENTATION PLAN AND SCHEDULE

Contractor shall respond to County requests using the following schedule:

<b>Terms and Conditions</b>	<b>Response Time</b>
1. TEC contacts contractor to inform us of an opportunity.	
2. Contractor contacts the potential client to introduce ourselves and get more details of the project.	Within 24 hrs.
3. Contractor submits, based upon the client needs and objectives, a Scope of Work without cost but with the following:	Within 24 hrs. of the meeting
a. Overview of the Situation	
b. Objectives	
c. Action Steps and Deliverables	
d. Time required	
e. Time line	
4. County reviews, edits and approves.	Client calendar
5. Contractor submits approved SOW with our cost to TEC.	Within 24 hrs.
6. TEC submits complete SOW for cost approval to client.	TEC calendar
7. If contractor accepts we begin the project.	ASAP according to what works for the client.
8. Invoices are submitted as work phases are completed.	Within 24 hrs.
9. Updates provided to TEC as needed.	To Be Determined

**EXHIBIT B**

**PAYMENT TERMS**

- County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

Half day rate is 50% of full day rate (applies to all topics)

Description	Estimated Hours/days per Year	Year 1 Hourly/daily Fee	Extended Cost Year 1	Year 2 Hourly/daily Fee	Extended Cost Year 2	Year 3 Hourly/daily Fee	Extended Cost Year 3	3 Year Total
Design/Development	300 hours	\$262.50	\$78,750	\$262.50	\$78,750	\$262.50	\$78,750	\$236,250
Coaching	300 hours	\$262.50	\$78,750	\$262.50	\$78,750	\$262.50	\$78,750	\$236,250
Consulting	500 hours	\$262.50	\$131,250	\$262.50	\$131,250	\$262.50	\$131,250	\$393,750
Facilitation	600 hours	\$262.50	\$157,500	\$262.50	\$157,500	\$262.50	\$157,500	\$472,500
Training Classes: full day	100 days	\$2,100	\$210,000	\$2,100	\$210,000	\$2,100	\$210,000	\$630,000
Training Classes: half day	80 half-days	\$1,050	\$84,000	\$1,050	\$84,000	\$1,050	\$84,000	\$252,000
<b>Annual Totals Years 1, 2 and 3</b>			<b>\$740,250</b>		<b>\$740,250</b>		<b>\$740,250</b>	
<b>Grand Total for All 3 Years</b>								<b>\$2,220,750</b>

<b>Participant Materials &amp; Tools Fees</b>	
<b>Training Materials</b>	<b>Cost</b>
DiSC® Classic 2.0 online	\$36.00 each
DiSC® Classic 2.0 (Paper version)	\$21.50 each
DiSC® Team View Report	Free
DiSC® Group Culture Report	\$54.00 each
Everything DiSC® Management Profile	\$90.00 each
Everything DiSC® Work of Leaders	\$90.00 each
Everything DiSC® Workplace	\$90.00 each
Everything DiSC® Comparison Report (for any two participants)	Free
Everything DiSC® Group Report	\$90.00
DiSC® Management Action Planner. Online. Managing Performance and Customer Service Planners also available	\$14.40 each
DiSC® Management Action Planner. Paper. Managing Performance and Customer Service Planners also available	\$76.00 for set of 10
Five Behaviors of a Cohesive Team™ (new product available April 21, 2014) Online Profile / incorporates DiSC®	\$52.50



Five Behaviors of a Cohesive Team™ Take Away Cards	\$50 for set of 100
Global Diversity and Inclusion Benchmarks: Standards for Organizations Around the World.	Free
DiSC® Classic DVD	\$895.00
HBDI Profile	\$40.00/profile
HBDI Team Profile	\$175.00/profile
HBDI Pair Profile	\$32.00/profile
Polaris® 360 survey	\$200.00/report
Polaris® Team survey	\$285.00/report
All products listed above will be charged sales tax	Current sales tax for Alameda County
Shipping charges if applicable	Current delivery fee

2. Invoices will be reviewed for approval by the County, Training and Education Center.
3. Total payment under the terms of this Agreement will not exceed the total pooled amount of \$825,000. This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
5. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:

**EXHIBIT C**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<p><b><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:             <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

**The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:**

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

**If there are any exceptions to this certification, insert the exceptions in the following space.**

**Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.**

**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, 2014, is by and between the County of Alameda, hereinafter referred to as the "County", and Advanced Communications Designs DBA Write It Well, hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain training and organizational development services which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide training and organizational development services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Specific Requirements and Deliverables / Reports
- Exhibit A-2 Description of Services
- Exhibit A-3 Implementation Plan and Schedule
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from January 1, 2015 through December 31, 2017

The County neither warrants nor guarantees any minimum or maximum compensation to the Contractor under this Agreement. The services required under this contract will be assigned as needed between five (5) contractors and payment will be in accordance with Exhibit B. Actual work assignments will be based on Training and Education Center priorities and content needs, ability of instructors to teach to requirements, and availability of instructors. The Contractor will be paid for all services performed at the County's request during the term of the contract. The compensation payable to Contractor hereunder shall not exceed the pooled amount of Eight Hundred Twenty Five Thousand dollars (\$825,000) for the term of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

WRITE IT WELL

By: \_\_\_\_\_  
Signature

By: Natasha Terk  
Signature

Name: \_\_\_\_\_  
(Printed)

Name: Natasha Terk  
(Printed)

Title: Purchasing Agent

Title: President

Date: \_\_\_\_\_

Date: November 12, 2014

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
  
6. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
  
  - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
  
  - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.



7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
  - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
  - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
    - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
    - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA  
125 12<sup>th</sup> Street, 4<sup>th</sup> Floor  
Oakland, CA 94607  
Attn: Elsie Lum

To Contractor: Write It Well  
230 Madison Street  
Oakland, CA 94607  
Attn: Kirsten Hosemann

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
  - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of

all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its training and organizational development services shall not exceed \$825,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

**Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:**

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.

- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required. .
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.



- b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
  - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs)

incurred in relationship with County's defense and/or settlement of such proceeding.

- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
  - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

**ADDITIONAL PROVISIONS**

37. **CONFIDENTIALITY OF INFORMATION:** Confidential information is defined as all information disclosed to Contractor which relates to the County's past, present, and future activities, as well as activities under this agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of the Agreement, Contractor will return to County all written or descriptive matter which contain any such confidential information.

This provision is in addition to and specifically incorporates all of Paragraph 12 of the Standard Service Agreement. To the extent of any conflict with this provision and the Standard Service Agreement, this more stringent requirement providing the County with the broadest scope of protections shall control.

FOR Alameda County Training & Education Center (TEC) ONLY: Contractor recognizes TEC's proprietary rights in its know-how, processes, works, techniques, databases, good will, and lists of existing and identified potential customers, suppliers, and associates, and agrees that Contractor will not at any time do or suffer to be done any act which may in any way impair any of said rights. Contractor may use any materials provided by the TEC only in conjunction with the services Contractor provides pursuant to this agreement, and except for such use, may not duplicate, modify, record, or distribute these materials in any way without prior written approval of the TEC Director.

38. **NON-COMPETITION** [For Alameda County Training & Education Center (TEC) Only]: For a period of two years immediately following the termination of this agreement, Contractor shall not call on, solicit, take away, or attempt to call on, solicit, or take away any Alameda County department who is a customer of the TEC with whom Contractor has worked with through the TEC while performing services pursuant to this agreement.

County Counsel Signature: \_\_\_\_\_

## EXHIBIT A

### DEFINITION OF SERVICES

1. Contractor shall provide training and organizational development services with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 Specific Requirements and Deliverables/Reports

Exhibit A-2 Description of Services

Exhibit A-3 Implementation Plan and Schedule

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. 901171, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
  - b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

<u>Name</u>	<u>Title</u>
Natasha Terk	Trainer/Managing Director
Josephine Bellacomo	Trainer
Kirsten Hosemann	Trainer/Business & Operations Manager
Christopher Disman	Editorial Director

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

## EXHIBIT A-1

### SPECIFIC REQUIREMENTS AND DELIVERABLES / REPORTS

#### A. Specific Requirements

1. Contractor shall provide training and organizational development services in the following areas:
  - a. Customized design and delivery of training.
  - b. Facilitation of staff retreats, planning sessions, focus groups and meetings.
  - c. Consultation sessions for program interventions and follow-up programs.
  - d. Coaching of leaders, managers and employees of organizations.
  - e. Training of trainers
  - f. Design of training materials (instructor led &/or online) with licensing rights.
  - g. Design of audio-visual and other training support or job aids.
  - h. Workplace Mediation services.
  - i. Organizational Assessment
  - j. Organizational Consulting
  - k. Leadership Assessment
  - l. Mentoring programs
  - m. 360 degree feedback analysis and coaching
  - n. Executive/Leadership/Performance Coaching
  - o. Customer/Employee Satisfaction Surveys
  
2. Contractor shall offer learning topics including but not limited to:
  - a. Strategic Thinking/Planning
  - b. Developing Vision, Mission, Goals

- c. Succession Planning
  - d. Career Development
  - e. Leadership/Manager/Supervisory Development
  - f. Project Management
  - g. Change Management
  - h. Public Speaking
  - i. Writing skills
  - j. Stress Management
  - k. Customer Service
  - l. Manager as coach
  - m. Teambuilding
  - n. Problem solving
  - o. Collaboration
  - p. Time/Priority Management
  - q. Resolving Workplace Conflict/Workplace Mediation
  - r. Customized Design, Delivery and Training of Trainers for policy related topics such as:
    - (1) Sexual Harassment
    - (2) American with Disabilities Act
    - (3) Workplace Violence
    - (4) Managing and Valuing Diversity
    - (5) Hiring and Selection Interviewing
    - (6) Disciplinary Action Process
    - (7) Performance Management/Measurement
3. The Contractor shall be able to work within Training and Education Center (TEC) guidelines to provide selected contractors to deliver organizational

development consulting and customized training as needed by County departments and outside organizations.

4. Contractor shall provide and assign high quality consultants or instructors on a consistent basis to deliver consulting or customized training as needed by the TEC. The training shall be based on TEC priorities and needs. One or more instructors may be required. The TEC reserves the right to cancel the training class with fourteen (14) calendar days' notice, and not be charged for the class or training manuals by the vendor.
5. The Contractor shall be responsible for training their instructors on an ongoing basis and will orient each instructor prior to the delivery of any training for the first time. The orientation shall cover Conference Center policies and procedures, including emergency procedures, non-competition agreements, ergonomics, paper conservation, evaluations, and sign-in rosters. Instructors shall provide the training for the entire time allotted for each class unless otherwise instructed by the TEC staff.
6. All instructors shall use the methods suggested by the training protocols established and updated by the TEC such as maintaining and updating each training syllabus, introducing and following objectives for each class, completing training as described, and utilizing training aids such as the projection system
7. Instructors shall teach primarily in the TEC. Some may be assigned to a customer's site where they shall set up and use the customer's meeting rooms. The same accountability is expected regarding performance, behavior, use of equipment, delivery, and protocols, etc. at a customer's site as at the TEC.
8. The Contractor and all of its instructors shall provide immediate feedback to the TEC Director or Workforce Planning & Development Manager regarding all customer requests for new or additional services or to lodge complaints.
9. Contractor shall provide the County with rights to reproduce materials for class participants at no additional cost to the County.
10. If the contractor supplies additional handouts or printed material, the County prefers they are printed double-sided and on minimum 30% post-consumer recycled content paper whenever possible. Contractor is encouraged to make materials available to students electronically as well.
11. Full day classes are held from 8:30 a.m. to 4:30 p.m. with one hour for lunch and two fifteen (15) minute breaks a total of 6.5 hours/day of instruction time. Half-day classes are generally held for 4 hours, from 8:30 a.m. to 12:30 p.m. or 8:00 a.m. to 12 noon.



12. Classes will be provided up to an estimated one hundred eighty (180) training days per year, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of TEC).
13. Consulting, design, coaching, facilitation, &/or mediation services will be provided up to an estimated seventeen hundred (1700) hours per year, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of TEC). If damage is done to the computer lab site and requires readjustment and/or resetting, Contractor will be charged \$85.00/hour for work required to repair the lab. This is non-negotiable.
14. Late and Cancellation Penalties. The provision of reliable classes that start on schedule is a material term of the contract. Cancellations and late starts of a class have a negative financial impact on the County.
  - a. Late Penalties: For each scheduled class that does not begin within thirty 30 minutes of the scheduled start time, Contractor shall be charged a penalty of 25% of the cost of the session. If a scheduled class does not begin until 31 minutes or later than the scheduled start time the County may notify the Contractor the class is considered cancelled and cancellation penalties will be applied.
  - b. Cancellation Penalties: For classes that fail to happen as scheduled, without notice or with less than 14 day notice, Contractor shall be charged a penalty of 50% of the cost of the session. Notice given after 5:00 p.m. on any business day or on a weekend will be considered given at 8:00 a.m. on the next business day.
  - c. Payment of Penalties: Any penalties charged to Contractor may be deducted by County from any pending invoice. If the amount owed to County is less than the amount of any pending invoice(s), Contractor shall pay the sum due to County within 15 days of receiving a request for full payment of the penalty.

**B. Deliverables / Reports**

1. Regular progress reports shall be provided by the contractor based upon participant evaluation forms. All class average scores that fall below the acceptable 4.0 out of 5.0 rating will be addressed with a written plan of action provided by the contractor. The individual student's evaluation forms should be attached to the Progress Report. TEC shall keep original participant evaluation forms, and give copies to the contractor. Forms utilized will be mutually agreed upon by the County and the contractor.

## EXHIBIT A-2

### DESCRIPTION OF SERVICES

- A. Contractor will provide training and organizational development services in the following areas:
1. Customized design and delivery of training.
  2. Facilitation of staff retreats, planning sessions, focus groups and meetings.
  3. Consultation sessions for program interventions and follow-up programs.
  4. Coaching of leaders, managers and employees of organizations.
  5. Training of trainers
  6. Design of training materials (instructor led &/or online) with licensing rights.
  7. Design of audio-visual and other training support or job aids.
  8. Workplace Mediation services.
  9. Organizational Assessment
  10. Organizational Consulting
  11. Leadership Assessment
  12. Mentoring programs
  13. 360 degree feedback analysis and coaching
  14. Executive/Leadership/Performance Coaching
  15. Customer/Employee Satisfaction Surveys
- B. Contractor will provide learning topics including but not limited to:
1. Strategic Thinking/Planning
  2. Developing Vision, Mission, Goals
  3. Succession Planning

4. Career Development
5. Leadership/Manager/Supervisory Development
6. Project Management
7. Change Management
8. Public Speaking
9. Writing skills
10. Stress Management
11. Customer Service
12. Manager as coach
13. Teambuilding
14. Problem solving
15. Collaboration
16. Time/Priority Management
17. Resolving Workplace Conflict/Workplace Mediation
18. Customized Design, Delivery and Training of Trainers for policy related topics such as:
  - a. Sexual Harassment
  - b. American with Disabilities Act
  - c. Workplace Violence
  - d. Managing and Valuing Diversity
  - e. Hiring and Selection Interviewing
  - f. Disciplinary Action Process
  - g. Performance Management/Measurement
19. The Contractor will be able to work within Training and Education Center (TEC) guidelines to provide selected contractors to deliver organizational development consulting and customized training as needed by County departments and outside organizations.

20. Contractor will provide and assign high quality consultants or instructors on a consistent basis to deliver consulting or customized training as needed by the TEC. The training will be based on TEC priorities and needs. One or more instructors may be required. The TEC reserves the right to cancel the training class with fourteen (14) calendar days' notice, and not be charged for the class or training manuals by the vendor.
21. The Contractor will be responsible for training their instructors on an ongoing basis and will orient each instructor prior to the delivery of any training for the first time. The orientation will cover Conference Center policies and procedures, including emergency procedures, non-competition agreements, ergonomics, paper conservation, evaluations, and sign-in rosters. Instructors will provide the training for the entire time allotted for each class unless otherwise instructed by the TEC staff.
22. All instructors will use the methods suggested by the training protocols established and updated by the TEC such as maintaining and updating each training syllabus, introducing and following objectives for each class, completing training as described, and utilizing training aids such as the projection system
23. Instructors will teach primarily in the TEC. Some may be assigned to a customer's site where they will set up and use the customer's meeting rooms. The same accountability is expected regarding performance, behavior, use of equipment, delivery, and protocols, etc. at a customer's site as at the TEC.
24. The Contractor and all of its instructors will provide immediate feedback to the TEC Director or Workforce Planning & Development Manager regarding all customer requests for new or additional services or to lodge complaints.
25. Contractor will provide the County with rights to reproduce materials for class participants at no additional cost to the County.
26. If the contractor supplies additional handouts or printed material, the County prefers they are printed double-sided and on minimum 30% post-consumer recycled content paper whenever possible. Contractor is encouraged to make materials available to students electronically as well.
27. Full day classes are held from 8:30 a.m. to 4:30 p.m. with one hour for lunch and two fifteen (15) minute breaks a total of 6.5 hours/day of instruction time. Half-day classes are generally held for 4 hours, from 8:30 a.m. to 12:30 p.m. or 8:00 a.m. to 12 noon.
28. Classes will be provided up to an estimated one hundred eighty (180) training days per year, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of TEC).

29. Consulting, design, coaching, facilitation, &/or mediation services will be provided up to an estimated seventeen hundred (1700) hours per year, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of TEC). If damage is done to the computer lab site and requires readjustment and/or resetting, Contractor will be charged \$85.00/hour for work required to repair the lab. This is non-negotiable.
30. Late and Cancellation Penalties. The provision of reliable classes that start on schedule is a material term of the contract. Cancellations and late starts of a class have a negative financial impact on the County.
  - a. Late Penalties: For each scheduled class that does not begin within thirty 30 minutes of the scheduled start time, Contractor will be charged a penalty of 25% of the cost of the session. If a scheduled class does not begin until 31 minutes or later than the scheduled start time the County may notify the Contractor the class is considered cancelled and cancellation penalties will be applied.
  - b. Cancellation Penalties: For classes that fail to happen as scheduled, without notice or with less than 14 day notice, Contractor will be charged a penalty of 50% of the cost of the session. Notice given after 5:00 p.m. on any business day or on a weekend will be considered given at 8:00 a.m. on the next business day.
  - c. Payment of Penalties: Any penalties charged to Contractor may be deducted by County from any pending invoice. If the amount owed to County is less than the amount of any pending invoice(s), Contractor will pay the sum due to County within 15 days of receiving a request for full payment of the penalty.

C. Deliverables / Reports

Regular progress reports will be provided by the contractor based upon participant evaluation forms. All class average scores that fall below the acceptable 4.0 out of 5.0 rating will be addressed with a written plan of action provided by the contractor. The individual student's evaluation forms should be attached to the Progress Report. TEC will keep original participant evaluation forms, and give copies to the contractor. Forms utilized will be mutually agreed upon by the County and the contractor.

**EXHIBIT A-3**

**IMPLEMENTATION PLAN AND SCHEDULE**

Natasha Terk of Write It Well will work with the County to schedule any training or coaching during mutually agreeable times during the contract period. The County will contact Kirsten Hosemann for printed book orders. Write It Well has read sample contracts provided with COA RFPs and agreed to the terms outlined therein.

**EXHIBIT B**

**PAYMENT TERMS**

- County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

Half day rate is 60% of full day rate (applies to all topics).

Description	Estimated Hours/days per Year	Year 1 Hourly/daily Fee	Extended Cost Year 1	Year 2 Hourly/daily Fee	Extended Cost Year 2	Year 3 Hourly/daily Fee	Extended Cost Year 3	3 Year Total
Design/Development	300 hours	\$180	\$54,000	\$180	\$54,000	\$180	\$54,000	\$162,000
Coaching	300 hours	\$180	\$54,000	\$180	\$54,000	\$180	\$54,000	\$162,000
Consulting	500 hours	\$180	\$90,000	\$180	\$90,000	\$180	\$90,000	\$270,000
Facilitation	600 hours	\$180	\$108,000	\$180	\$108,000	\$180	\$108,000	\$324,000
Training Classes: full day	100 days	\$190 (x8)	\$152,000	\$200	\$160,000	\$210	\$168,000	\$480,000
Training Classes: half day	80 half-days	\$190 (x4.8)	\$72,960	\$200	\$76,800	\$210	\$80,640	\$230,000
<b>Annual Totals Years 1, 2 and 3</b>			<b>\$530,960</b>		<b>\$542,800</b>		<b>\$554,640</b>	
<b>Grand Total for All 3 Years</b>								<b>\$1,628,400</b>

<b>Participant Materials &amp; Tools Fees</b>			
<b>Training Materials</b>	<b>Retail</b>	<b>Digital File</b>	<b>Printer Copy</b>
Effective Email	\$21.99	\$10.00	\$14.00
Develop and Deliver Effective Presentations	\$21.99	\$10.00	\$14.00
Grammar and Punctuation	\$22.00	\$10.00	\$12.00
Marketing and Social Media	N/A	\$10.00	\$14.00
Meeting Planning and Facilitation Skills for Managers and Leaders	N/A	\$10.00	\$14.00
Professional Writing Skills	\$27.00	\$10.00	\$12.00
Reports, Proposals, and Procedures	\$24.99	\$10.00	\$14.00
Technical Writing	N/A	\$10.00	\$14.00
Writing Effective Resumes and Cover Letters	\$21.99	\$10.00	\$14.00
Writing Performance Reviews	\$24.99	\$10.00	\$14.00

- Invoices will be reviewed for approval by the County, Training and Education Center.

3. Total payment under the terms of this Agreement will not exceed the total pooled amount of \$825,000. This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
5. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:



**EXHIBIT C**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<p><b><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:             <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

**The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:**

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

**If there are any exceptions to this certification, insert the exceptions in the following space.**

**Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.**

**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: Write It Well

PRINCIPAL: Natasha Terk TITLE: President

SIGNATURE: Natasha Terk DATE: November 12, 2014

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, 2014, is by and between the County of Alameda, hereinafter referred to as the “County”, and Claremont Behavioral Services, Inc., hereinafter referred to as the “Contractor”.

**WITNESSETH**

Whereas, County desires to obtain training and organizational development services which are more fully described in Exhibit A hereto (“Definition of Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide training and organizational development services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Specific Requirements and Deliverables / Reports
- Exhibit A-2 Description of Services
- Exhibit A-3 Implementation Plan and Schedule
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from January 1, 2015 through December 31, 2017

The County neither warrants nor guarantees any minimum or maximum compensation to the Contractor under this Agreement. The services required under this contract will be assigned as needed between five (5) contractors and payment will be in accordance with Exhibit B. Actual work assignments will be based on Training and Education Center priorities and content needs, ability of instructors to teach to requirements, and availability of instructors. The Contractor will be paid for all services performed at the County’s request during the term of the contract. The compensation payable to Contractor hereunder shall not exceed the pooled amount of Eight Hundred Twenty Five Thousand dollars (\$825,000) for the term of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

CLAREMONT BEHAVIORAL  
SERVICES, INC.

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Printed)

Name: \_\_\_\_\_  
(Printed)

Title: Purchasing Agent

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
  - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
  - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
  - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
  - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
    - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
    - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.



Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA  
125 12<sup>th</sup> Street, 4<sup>th</sup> Floor  
Oakland, CA 94607  
Attn: Elsie Lum

To Contractor: Claremont Behavioral Services, Inc.  
1050 Marina Village Pkwy, #203  
Alameda, CA 94501  
Attn: Laurie Slez

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
  
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
  - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of

all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its training and organizational development services shall not exceed \$1,250,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

**Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement,** Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.

- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

- b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
  - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs)



incurred in relationship with County's defense and/or settlement of such proceeding.

- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
  - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

**ADDITIONAL PROVISIONS**

37. **CONFIDENTIALITY OF INFORMATION:** Confidential information is defined as all information disclosed to Contractor which relates to the County’s past, present, and future activities, as well as activities under this agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of the Agreement, Contractor will return to County all written or descriptive matter which contain any such confidential information.

This provision is in addition to and specifically incorporates all of Paragraph 12 of the Standard Service Agreement. To the extent of any conflict with this provision and the Standard Service Agreement, this more stringent requirement providing the County with the broadest scope of protections shall control.

FOR Alameda County Training & Education Center (TEC) ONLY: Contractor recognizes TEC’s proprietary rights in its know-how, processes, works, techniques, databases, good will, and lists of existing and identified potential customers, suppliers, and associates, and agrees that Contractor will not at any time do or suffer to be done any act which may in any way impair any of said rights. Contractor may use any materials provided by the TEC only in conjunction with the services Contractor provides pursuant to this agreement, and except for such use, may not duplicate, modify, record, or distribute these materials in any way without prior written approval of the TEC Director.

38. **NON-COMPETITION** [For Alameda County Training & Education Center (TEC) Only]: For a period of two years immediately following the termination of this agreement, Contractor shall not call on, solicit, take away, or attempt to call on, solicit, or take away any Alameda County department who is a customer of the TEC with whom Contractor has worked with through the TEC while performing services pursuant to this agreement.

County Counsel Signature: \_\_\_\_\_

## EXHIBIT A

### DEFINITION OF SERVICES

1. Contractor shall provide training and organizational development services with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 Specific Requirements and Deliverables / Reports

Exhibit A-2 Description of Services

Exhibit A-3 Implementation Plan and Schedule

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. 901171, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
- b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

<u>Name</u>	<u>Title</u>
Laurie Slez	Vice President, Account Services
Nancy Kane	Senior Account Manager
Anita Ivy	Office Manager
Marcia Hakanson	Consultant
Colin McKechnie	Consultant
Karen Habegger Laos	Consultant
Carol Bloom	Consultant
Joan Kent	Consultant
Jimmie Turner	Consultant
Jackie Sims Piljay	Consultant
Michelle Karver	Consultant

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of

County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

## EXHIBIT A-1

### SPECIFIC REQUIREMENTS AND DELIVERABLES / REPORTS

- A. Specific Requirements
1. Contractor shall provide training and organizational development services in the following areas:
    - a. Customized design and delivery of training.
    - b. Facilitation of staff retreats, planning sessions, focus groups and meetings.
    - c. Consultation sessions for program interventions and follow-up programs.
    - d. Coaching of leaders, managers and employees of organizations.
    - e. Training of trainers
    - f. Design of training materials (instructor led &/or online) with licensing rights.
    - g. Design of audio-visual and other training support or job aids.
    - h. Workplace Mediation services.
    - i. Organizational Assessment
    - j. Organizational Consulting
    - k. Leadership Assessment
    - l. Mentoring programs
    - m. 360 degree feedback analysis and coaching
    - n. Executive/Leadership/Performance Coaching
    - o. Customer/Employee Satisfaction Surveys
  
  2. Contractor shall provide learning topics including but not limited to:
    - a. Strategic Thinking/Planning
    - b. Developing Vision, Mission, Goals

- c. Succession Planning
  - d. Career Development
  - e. Leadership/Manager/Supervisory Development
  - f. Project Management
  - g. Change Management
  - h. Public Speaking
  - i. Writing skills
  - j. Stress Management
  - k. Customer Service
  - l. Manager as coach
  - m. Teambuilding
  - n. Problem solving
  - o. Collaboration
  - p. Time/Priority Management
  - q. Resolving Workplace Conflict/Workplace Mediation
  - r. Customized Design, Delivery and Training of Trainers for policy related topics such as:
    - (1) Sexual Harassment
    - (2) American with Disabilities Act
    - (3) Workplace Violence
    - (4) Managing and Valuing Diversity
    - (5) Hiring and Selection Interviewing
    - (6) Disciplinary Action Process
    - (7) Performance Management/Measurement
3. The Contractor shall be able to work within Training and Education Center (TEC) guidelines to provide selected contractors to deliver organizational

development consulting and customized training as needed by County departments and outside organizations.

4. Contractor shall provide and assign high quality consultants or instructors on a consistent basis to deliver consulting or customized training as needed by the TEC. The training shall be based on TEC priorities and needs. One or more instructors may be required. The TEC reserves the right to cancel the training class with fourteen (14) calendar days' notice, and not be charged for the class or training manuals by the vendor.
5. The Contractor shall be responsible for training their instructors on an ongoing basis and will orient each instructor prior to the delivery of any training for the first time. The orientation shall cover Conference Center policies and procedures, including emergency procedures, non-competition agreements, ergonomics, paper conservation, evaluations, and sign-in rosters. Instructors shall provide the training for the entire time allotted for each class unless otherwise instructed by the TEC staff.
6. All instructors shall use the methods suggested by the training protocols established and updated by the TEC such as maintaining and updating each training syllabus, introducing and following objectives for each class, completing training as described, and utilizing training aids such as the projection system
7. Instructors shall teach primarily in the TEC. Some may be assigned to a customer's site where they shall set up and use the customer's meeting rooms. The same accountability is expected regarding performance, behavior, use of equipment, delivery, and protocols, etc. at a customer's site as at the TEC.
8. The Contractor and all of its instructors shall provide immediate feedback to the TEC Director or Workforce Planning & Development Manager regarding all customer requests for new or additional services or to lodge complaints.
9. Contractor shall provide the County with rights to reproduce materials for class participants at no additional cost to the County.
10. If the contractor supplies additional handouts or printed material, the County prefers they are printed double-sided and on minimum 30% post-consumer recycled content paper whenever possible. Contractor is encouraged to make materials available to students electronically as well.
11. Full day classes are held from 8:30 a.m. to 4:30 p.m. with one hour for lunch and two fifteen (15) minute breaks a total of 6.5 hours/day of instruction time. Half-day classes are generally held for 4 hours, from 8:30 a.m. to 12:30 p.m. or 8:00 a.m. to 12 noon.

12. Classes will be provided up to an estimated one hundred eighty (180) training days per year, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of TEC).
13. Consulting, design, coaching, facilitation, &/or mediation services will be provided up to an estimated seventeen hundred (1700) hours per year, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of TEC). If damage is done to the computer lab site and requires readjustment and/or resetting, Contractor will be charged \$85.00/hour for work required to repair the lab. This is non-negotiable.
14. Late and Cancellation Penalties. The provision of reliable classes that start on schedule is a material term of the contract. Cancellations and late starts of a class have a negative financial impact on the County.
  - a. Late Penalties: For each scheduled class that does not begin within thirty 30 minutes of the scheduled start time, Contractor shall be charged a penalty of 25% of the cost of the session. If a scheduled class does not begin until 31 minutes or later than the scheduled start time the County may notify the Contractor the class is considered cancelled and cancellation penalties will be applied.
  - b. Cancellation Penalties: For classes that fail to happen as scheduled, without notice or with less than 14 day notice, Contractor shall be charged a penalty of 50% of the cost of the session. Notice given after 5:00 p.m. on any business day or on a weekend will be considered given at 8:00 a.m. on the next business day.
  - c. Payment of Penalties: Any penalties charged to Contractor may be deducted by County from any pending invoice. If the amount owed to County is less than the amount of any pending invoice(s), Contractor shall pay the sum due to County within 15 days of receiving a request for full payment of the penalty.

**B. Deliverables / Reports**

1. Regular progress reports shall be provided by the contractor based upon participant evaluation forms. All class average scores that fall below the acceptable 4.0 out of 5.0 rating will be addressed with a written plan of action provided by the contractor. The individual student's evaluation forms should be attached to the Progress Report. TEC shall keep original participant evaluation forms, and give copies to the contractor. Forms utilized will be mutually agreed upon by the County and the contractor.



## EXHIBIT A-2

### DESCRIPTION OF SERVICES

- A. Contractor will provide training and organizational development services in the following areas:
1. Customized design and delivery of training.
  2. Facilitation of staff retreats, planning sessions, focus groups and meetings.
  3. Consultation sessions for program interventions and follow-up programs.
  4. Coaching of leaders, managers and employees of organizations.
  5. Training of trainers
  6. Design of training materials (instructor led &/or online) with licensing rights.
  7. Design of audio-visual and other training support or job aids.
  8. Workplace Mediation services.
  9. Organizational Assessment
  10. Organizational Consulting
  11. Leadership Assessment
  12. Mentoring programs
  13. 360 degree feedback analysis and coaching
  14. Executive/Leadership/Performance Coaching
  15. Customer/Employee Satisfaction Surveys
- B. Contractor will provide learning topics including but not limited to:
1. Strategic Thinking/Planning
  2. Developing Vision, Mission, Goals
  3. Succession Planning

4. Career Development
5. Leadership/Manager/Supervisory Development
6. Project Management
7. Change Management
8. Public Speaking
9. Writing skills
10. Stress Management
11. Customer Service
12. Manager as coach
13. Teambuilding
14. Problem solving
15. Collaboration
16. Time/Priority Management
17. Resolving Workplace Conflict/Workplace Mediation
18. Customized Design, Delivery and Training of Trainers for policy related topics such as:
  - a. Sexual Harassment
  - b. American with Disabilities Act
  - c. Workplace Violence
  - d. Managing and Valuing Diversity
  - e. Hiring and Selection Interviewing
  - f. Disciplinary Action Process
  - g. Performance Management/Measurement
19. The Contractor will be able to work within Training and Education Center (TEC) guidelines to provide selected contractors to deliver organizational development consulting and customized training as needed by County departments and outside organizations.

20. Contractor will provide and assign high quality consultants or instructors on a consistent basis to deliver consulting or customized training as needed by the TEC. The training will be based on TEC priorities and needs. One or more instructors may be required. The TEC reserves the right to cancel the training class with fourteen (14) calendar days' notice, and not be charged for the class or training manuals by the vendor.
21. The Contractor will be responsible for training their instructors on an ongoing basis and will orient each instructor prior to the delivery of any training for the first time. The orientation will cover Conference Center policies and procedures, including emergency procedures, non-competition agreements, ergonomics, paper conservation, evaluations, and sign-in rosters. Instructors will provide the training for the entire time allotted for each class unless otherwise instructed by the TEC staff.
22. All instructors will use the methods suggested by the training protocols established and updated by the TEC such as maintaining and updating each training syllabus, introducing and following objectives for each class, completing training as described, and utilizing training aids such as the projection system
23. Instructors will teach primarily in the TEC. Some may be assigned to a customer's site where they will set up and use the customer's meeting rooms. The same accountability is expected regarding performance, behavior, use of equipment, delivery, and protocols, etc. at a customer's site as at the TEC.
24. The Contractor and all of its instructors will provide immediate feedback to the TEC Director or Workforce Planning & Development Manager regarding all customer requests for new or additional services or to lodge complaints.
25. Contractor will provide the County with rights to reproduce materials for class participants at no additional cost to the County.
26. If the contractor supplies additional handouts or printed material, the County prefers they are printed double-sided and on minimum 30% post-consumer recycled content paper whenever possible. Contractor is encouraged to make materials available to students electronically as well.
27. Full day classes are held from 8:30 a.m. to 4:30 p.m. with one hour for lunch and two fifteen (15) minute breaks a total of 6.5 hours/day of instruction time. Half-day classes are generally held for 4 hours, from 8:30 a.m. to 12:30 p.m. or 8:00 a.m. to 12 noon.
28. Classes will be provided up to an estimated one hundred eighty (180) training days per year, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of TEC).

29. Consulting, design, coaching, facilitation, &/or mediation services will be provided up to an estimated seventeen hundred (1700) hours per year, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of TEC). If damage is done to the computer lab site and requires readjustment and/or resetting, Contractor will be charged \$85.00/hour for work required to repair the lab. This is non-negotiable.
30. Late and Cancellation Penalties. The provision of reliable classes that start on schedule is a material term of the contract. Cancellations and late starts of a class have a negative financial impact on the County.
  - a. Late Penalties: For each scheduled class that does not begin within thirty 30 minutes of the scheduled start time, Contractor will be charged a penalty of 25% of the cost of the session. If a scheduled class does not begin until 31 minutes or later than the scheduled start time the County may notify the Contractor the class is considered cancelled and cancellation penalties will be applied.
  - b. Cancellation Penalties: For classes that fail to happen as scheduled, without notice or with less than 14 day notice, Contractor will be charged a penalty of 50% of the cost of the session. Notice given after 5:00 p.m. on any business day or on a weekend will be considered given at 8:00 a.m. on the next business day.
  - c. Payment of Penalties: Any penalties charged to Contractor may be deducted by County from any pending invoice. If the amount owed to County is less than the amount of any pending invoice(s), Contractor will pay the sum due to County within 15 days of receiving a request for full payment of the penalty.

C. Deliverables / Reports

1. Regular progress reports will be provided by the contractor based upon participant evaluation forms. All class average scores that fall below the acceptable 4.0 out of 5.0 rating will be addressed with a written plan of action provided by the contractor. The individual student's evaluation forms should be attached to the Progress Report. TEC will keep original participant evaluation forms, and give copies to the contractor. Forms utilized will be mutually agreed upon by the County and the contractor.

### **EXHIBIT A-3**

#### **IMPLEMENTATION PLAN AND SCHEDULE**

Contractor will connect directly with the TEC to set up planning meetings and develop a thorough understanding of the TEC's specific needs, upcoming training plans, training procedures, key staff, any specific concerns and ideas, identify obstacles and opportunities, develop a set of protocols in scheduling training, etc. The TEC's Primary Contacts will have a full understanding of contractor's capabilities and strengths.

Upon official notification of an award of the contract, contractor will schedule meetings with Primary Contacts. Contractor's representatives will include Laurie Slez, Vice President of Account Services and Marcia Hakanson, Senior Consultant. Contractor will, over the course of these meetings, introduce other key staff to the TEC's Primary Contacts.

## EXHIBIT B

### PAYMENT TERMS

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

Half day rate is 60% of full day rate (applies to all topics).

Description	Estimated Hours/days per Year	Year 1 Hourly /daily Fee	Extended Cost Year 1	Year 2 Hourly /daily Fee	Extended Cost Year 2	Year 3 Hourly/ daily Fee	Extended Cost Year 3	3 Year Total
Design/Development	300 hours	\$275	\$82,500	\$275	\$82,500	\$275	\$82,500	\$247,500
Coaching	300 hours	\$275	\$82,500	\$275	\$82,500	\$275	\$82,500	\$247,500
Consulting	500 hours	\$275	\$137,500	\$275	\$137,500	\$275	\$137,500	\$412,500
Facilitation	600 hours	\$275	\$165,000	\$275	\$165,000	\$275	\$165,000	\$495,000
Training Classes: full day	100 days	\$2500	\$250,000	\$2500	\$250,000	\$2500	\$250,000	\$750,000
Training Classes: half day	80 half-days	\$1,500	\$120,000	\$1,500	\$120,000	\$1,500	\$120,000	\$360,000
<b>Annual Totals Years 1, 2 and 3</b>			<b>\$837,500</b>	<b>\$837,500</b>	<b>\$837,500</b>	<b>\$837,500</b>		
<b>Grand Total for All 3 Years</b>								<b>\$2,512,500</b>

<b>Participant Materials &amp; Tools Fees</b>	
<b>Training Materials</b>	<b>Cost</b>
N/A	\$0
<b>Total Cost</b>	<b>\$0</b>

2. Invoices will be reviewed for approval by the County, Training and Education Center.
3. Total payment under the terms of this Agreement will not exceed the total pooled amount of \$825,000. This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

5. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:

**EXHIBIT C**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<p><b><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:             <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	



**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

**The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:**

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

**If there are any exceptions to this certification, insert the exceptions in the following space.**

**Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.**

**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_