

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

November 22, 2018

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

SUBJECT:

AMEND THE CONTRACT FOR COMPUTER SOFTWARE TRAINING

SERVICES: MASTER CONTRACT NO. 901217

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent to execute Amendment No. 1 (Master Contract No. 901217) to provide computer software training services to the Alameda County Human Resource Services, Training and Education Center with no increase to the pooled contract value of \$475,000, and extending the current term of 1/1/15 - 12/31/18 by one year until 12/31/19, with the following pool of vendors:

- A. Procurement Contract No. 10214; AIM Training Solutions Inc., dba Motivaim (Principal: Michel Daboul; Location: Oakland);
- B. Procurement Contract No. 10215; CMC Training & Consulting Inc. (Principal: Catherine Wool; Location: San Leandro);
- C. Procurement Contract No. 10216; Daniel Fingerman, dba Application Associates (Principal: Daniel Fingerman; Location: Berkeley); and
- D. Procurement Contract No. 12835; Mouton Training & Consulting (Principal: Cheryl Mouton; Location: Hayward).

DISCUSSION/SUMMARY:

On October 28, 2014, your Board approved (Item No. 18) a four-year contract to provide computer software training services by a pool of vendors.

The Alameda County Human Resource Services, Training, and Education Center (HRS-TEC) provides computer software and technical training services for the County's 9,000 plus employees and departments, as well as external community individuals and organizations on a charge-back or fee basis.

The Alameda County HRS-TEC offers training on computer applications such as word processing, spreadsheet, presentation and projects, and technical training for support staff. The HRS-TEC is committed to providing high-quality services such as computer software and technical training, assessment, consulting, and facilitation with the goal of enhancing the effectiveness of its client departments and organizations. Through the use of the current pool of vendors, the HRS-TEC is able to provide a broad scope of computer training services.

The contract allows for this term extension by mutual agreement and is needed for continuity of computer software training services provided by the pool of contractors to the HRS-TEC to serve Alameda County employees. General Services Agency (GSA)-Procurement will conduct a competitive bid process during the term of this extension.

SELECTION CRITERIA/PROCESS:

The HRS-TEC worked with the GSA-Procurement to develop and issue a Request for Proposal (RFP) that was issued on December 13, 2013, and resulted in five responses. AIM Training Solutions Inc., dba Motivaim, formerly AIM Computer Training Inc., dba ExecuTrain (Principal: Michel Daboul; Location: Oakland; Certified Small: 03-90358; Expiration: 8/31/20), CMC Training & Consulting Inc. (Principal: Catherine Wool; Location: San Leandro; Certified Small: 02-90008; Expiration: 3/31/19), Daniel Fingerman, dba Application Associates (Principal: Daniel Fingerman; Location: Berkeley; Certified Small: 08-91278; Expiration: 10/31/19), and Mouton Training & Consulting (Principal: Cheryl Mouton; Location: Hayward; Certified Small: 08-91293; Expiration: 8/31/19) were the highest scoring vendors, met all requirements of the RFP, received favorable references and are all certified Small Local Emerging Business (SLEB). HRS-TEC is satisfied with the services provided by these contractors.

FINANCING:

Appropriations for this contract are included in the HRS-TEC FY 2018-19 Approved Budget and will be requested in future budget years. No additional appropriations are required, and there will be no increase in net County cost.

VISION 2026 GOAL:

The services to provide computer software and technical training to the Alameda County employees meets the 10x goal pathways of **Employment for All** in support of our shared vision of **Thriving and Resilient Population**.

Very truly yours,

Joe Angelo

Director, Human Resource Services

Willie A. Hopkins, Jr.

Director, General Services Agency

Attachment

WAH\BS\pb\I:\Board Letters\Purchasing\FY 2018-19\901217 BL 1st Amend Computer Software Training Services.docx

ce: Susan S. Muranishi, County Administrator

Steve Manning, Auditor-Controller Donna R. Ziegler, County Counsel

CONTRACT SUMMARY

Computer Software Training Services Master Contract No. 901217 1/1/15 – 12/31/19

Vendor	Location Contract Amo	Contract Amount	Required Total Participation		
			Local Participation %	Small/Local Participation %	Emerging/Local Participation %
AIM Training Solutions Inc., dba Motivaim Certification # 03-90358 (Small) Valid through: 8/31/2020	125 12 th St. 4 th Fl. Oakland, CA 94607		100%	100%	
CMC Training & Consulting, Inc. Certification # 02-90008 (Small) Valid through: 3/31/2019	1530 Graff Ave. San Leandro, CA 94577	Pool amount of	100%	100%	
Daniel Fingerman, dba Application Associates Certification # 08-91278 (Small) Valid through: 10/31/2019	915 Mendocino Ave. Berkeley, CA 94707	\$475,000	100%	100%	
Mouton Training & Consulting Certification # 08-91293 (Small) Valid through: 8/31/2019	25600 University Ct. Hayward, CA 94542		100%	100%	

This Second Amendment to Agreement ("Second Amendment") is made by the County of Alameda ("County") and Daniel Fingerman dba Application Associates ("Contractor") with respect to that certain agreement entered by them on August 5, 2014 and that certain First Amendment to Contract, (collectively referred to herein as the "Contract") pursuant to which Contractor provides computer software training services to County.

- 1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
- 2. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Second Amendment is executed by the County ("Effective Date").
- 3. The term of Agreement is currently scheduled to expire on December 31, 2018. As of the Effective Date, the term of the Agreement is extended through December 31, 2019.
- 4. Item 20 of the Standard Services Agreement has been amended as follows: 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 Computer Software Training Services shall not exceed \$475,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

- a. By signing this Second Amendment 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 voluntary 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.
- 6. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

upon behalf of which he/she acted,

executed this Agreement.

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

COUNTY OF ALAMEDA	DANIEL FINGERMAN DBA APPLICATION ASSOCIATES		
By: Bocusigned by: John Glann EB371BC6D6094BE Signature	By: Signature		
Name: John Glann (Printed)	Name: (Printed)		
Title: Purchasing Manager	Title:		
Date:	Date:		
By:			
Name: Kimberly Gasaway (Printed)			
Title: Chief Deputy, Administration			
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		

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or 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 necessary 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: Application Associates	
Dan Fingerman PRINCIPAL:	TITLE: Owner
SIGNATURE:	DATE: 12/17/2018
9AB853D7BCDF4B7	

This Second Amendment to Agreement ("Second Amendment") is made by the County of Alameda ("County") and CMC Training & Consulting, Inc. ("Contractor") with respect to that certain agreement entered by them on July 9, 2014 and that certain First Amendment to Contract, (collectively referred to herein as the "Contract") pursuant to which Contractor provides computer software training services to County.

- 1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
- 2. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Second Amendment is executed by the County ("Effective Date").
- 3. The term of Agreement is currently scheduled to expire on December 31, 2018. As of the Effective Date, the term of the Agreement is extended through December 31, 2019.
- 4. Item 20 of the Standard Services Agreement has been amended as follows: 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 Computer Software Training Services shall not exceed \$475,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

- a. By signing this Second Amendment 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 voluntary 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.
- 6. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

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

COUNTY OF ALAMEDA	CMC TRAINING & CONSULTING, INC.		
By:Signature	By: Catherine Wool 79083BA3AC374F0 Signature		
Name: John Glann (Printed)	Name: Catherine wool (Printed)		
Title: Purchasing Manager	Title: President		
Date:	Date:		
By:Boousigned by: By: BB3D9AFGACCD422 Signature			
Name: Kimberly Gasaway (Printed)			
Title: Chief Deputy, Administration	Ry signing above signatory warrants		
12/24/2018 Date:	By signing above, signatory warrants and represents that he/she executed thi Agreement in his/her authorized		

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.

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or 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.

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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.

This Second Amendment to Agreement ("Second Amendment") is made by the County of Alameda ("County") and AIM Training Solutions Inc., dba Motivaim ("Contractor") with respect to that certain agreement entered by them on July 10, 2014 and that certain First Amendment to Contract, (collectively referred to herein as the "Contract") pursuant to which Contractor provides computer software training services to County.

- 1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
- 2. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Second Amendment is executed by the County ("Effective Date").
- 3. The term of Agreement is currently scheduled to expire on December 31, 2018. As of the Effective Date, the term of the Agreement is extended through December 31, 2019.
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hereto, provided that the maximum amount payable to Contractor for its Computer Software Training Services shall not exceed \$475,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

- a. By signing this Second Amendment 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:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary 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.
- 6. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

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

COUNTY OF ALAMEDA	AIM TRAINING SOLUTIONS INC., DBA MOTIVAIM		
By: Docusigned by: John Glann EB371BC000004BF Signature	By: C405A2B81082436 Signature		
Name: John Glann (Printed)	Name: (Printed)		
Title: Purchasing Manager	Title:		
Date:	Date:		
By: Docusigned by: Limbury Gasaway BB3D0AF6ACCD422 Signature			
Name: Kimberly Gasaway (Printed)			
Title: Chief Deputy, Administration			
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.

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The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or 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.

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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:Aim Training Solutions	
PRINCIPAL:	TITLE: CEO
SIGNATURE: Elic Habilb	DATE:
C465A2B81082456	

This Second Amendment to Agreement ("Second Amendment") is made by the County of Alameda ("County") and Mouton Training & Consulting ("Contractor") with respect to that certain agreement entered by them on July 7, 2014 and that certain First Amendment to Contract, (collectively referred to herein as the "Contract") pursuant to which Contractor provides computer software training services to County.

- 1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
- 2. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Second Amendment is executed by the County ("Effective Date").
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- 6. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

on this Agreement, he/she or the entity upon behalf of which he/she acted,

executed this Agreement.

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

COUNTY OF ALAMEDA	MOUTON TRAINING & CONSULTING
By:	By:Bocusigned by:
Name: John Glann (Printed)	Cheryl Mouton (Printed)
Title: Purchasing Manager	Title:
Date:	Date:
By: Docusigned by: Limberly Gasaway BB3D9AF6AGGB422 Signature	
Name: Kimberly Gasaway (Printed)	
Title: Chief Deputy, Administration	
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

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or 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
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 the past three years.

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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:	Mouton Training & Consulting		
PRINCIPAL: Che	eryl Mouton	TITLE:	Owner
SIGNATURE:	DocuSigned by:	DATE:	12/18/2018
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