

Agreement Related to Procurement of Services, Licenses, and Instructional Materials

between

Monterey County Office of Education (MCOE)

also referred to as "Agency" and

Skills Global, 6330 Variel Avenue, Suite 102, Woodland Hills, CA 91367

also referred to as "Vendor"

Recitals

1. California law as of January 2018 allows schools districts and other education agencies to buy or lease up to \$90,200 in supplies, equipment, and services without a formal, sealed, competitive bid.
2. This threshold of \$90,200 is indexed and increases each calendar year in accordance with California Public Contract Code 20111.
3. California has no requirement that requires bidding for instructional materials.
4. There is no statutory requirement for a County Superintendent of Schools to go to bid for products and supplies it buys for itself, but may do so voluntarily.
5. The Monterey County Office of Education, through the CalSAVE purchasing program, has an interest in software and instructional materials provided by Skills Global.
6. Vendor is offering services, software, licenses, and instructional materials tailored toward serving students on the autism spectrum under a standard rate card with per-student licenses costs, consulting fees, and other prices.
7. MCOE cooperates with the CalSAVE program in developing cost-saving contracts for education agencies, and other agencies may use these contracts under the joint powers authority of Government Code 6500 and 6502.
8. MCOE and the CalSAVE program desire to offer contracted discounts for Skills Global software licenses, services, consulting, and instructional materials to school districts, county offices of education, community colleges, charter schools, service centers, other education organizations and other local government agencies (all referenced as "LEAs").
9. Agency and Vendor desire to enter into an agreement that would enable Vendor's software, services, and instructional materials to be offered at a discounted rate to eligible LEAs.

Terms

1. Agency and Vendor agree to provide Vendor's Skills Global software licenses, services, consulting, and instructional materials to MCOE and other LEAs.
2. No sealed bid shall be required for sales related products to consulting, professional assessments, instructional

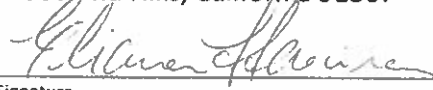
software, or instructional materials.

3. Vendor agrees to provide ~~all~~ consulting, services, software, licenses, and instructional materials to eligible LEAs at a discount of 50% percent off the Skills Global Standard Rate Card or Published Web Price. This shall be known as the "CalSAVE Discount." Vendor may, at its option, provide further voluntary discounts to any LEA upon request. The grant of a further voluntary discount to any individual LEA will not obligate the Vendor to provide the same voluntary discount to any other LEA.
4. LEAs will purchase services, consulting, licenses, software, and instructional materials directly from the Vendor, receive the items or services from the Vendor, and pay the Vendor upon receipt of invoices. All agencies will make payment directly to the Vendor.
5. Any LEA shall have the right to specify any additional reasonable terms and conditions as to shipping, delivery, and quality assurance as may be pertinent to their own rules and purchasing practices and still receive the same CalSAVE Discount price.
6. All invoices are to be sent directly to the purchasing LEA. LEAs will pay Vendor within 30 days of receipt of order, contract signing, or in compliance with their local board policy on bill payment. The Agency will encourage LEAs to arrange for prompt payment where possible and for payments of partial fulfillment. MCOE shall have no liability to the Vendor for orders from another LEA.
7. Delivery of services, consulting, licenses, or instructional materials shall be delivered to the LEA as specified on the LEA's purchase order or written agreement.
8. No promise of sales or activity under this agreement is guaranteed by the Agency, and no minimum participation is promised.
9. Vendor agrees to promote and market CalSAVE and its agreement through the duration of the term of the agreement, including the posting of the CalSAVE logo on Vendor's website and the participation of sales representatives.
10. The CalSAVE website will promote this agreement and include information about the Vendor and its products, including but not limited to contact information and Vendor logo.
11. CalSAVE will include the Vendor among its lists of piggybackable contracts and will list the Vendor in other appropriate collateral information that promotes the CalSAVE purchasing cooperative.
12. CalSAVE will use its best efforts to promote the Vendor at meetings and tradeshows, where its representatives are in attendance.
13. The term of this agreement shall be upon the date of mutual execution by signatures through December 31, 2020, unless superseded by another agreement.
14. Either party may cancel this agreement by giving 30 days written notice to the other party.
15. Vendor agrees to pay quarterly to the CalSAVE program a co-op participation fee of 2% on all Vendor's co-op sales under this agreement, and these fees are hereby disclosed. These Transaction Fees will be collected by the Epylon Corporation, the CalSAVE program administrator.

16. Co-Op Participation Fees, also called Transaction Fees, will not be charged to or paid by the buyers themselves, but will be incorporated into the Vendor's final effective price. This applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order. Awarded Vendor or its designated authorized reseller(s) shall not include any additional amount corresponding to the Transaction Fees in quotations or negotiated agreement price lists.
17. Vendor agrees to provide a quarterly report, due on the 15th of each month following the end of each calendar quarter, in standard CalSAVE format showing all sales on this contract, including the name of ordering agencies and the products, licenses, or services bought. This report must be filed even if there were no transactions in the reporting period.
18. Co-Op Participation Fees shall be due on the 15th of each month following the end of each calendar quarter.
19. Vendor warrants that all materials, published content, website services, website content, licenses, and advice provided by the Vendor, its agents, and designated partners are lawful and are free and clear of any copyright, trademark, patent, and license violations.
20. California law prevails for all sales under this agreement, and Monterey County shall be the jurisdiction for all adjudication under this agreement.

Vendor

Skills Global
6330 Variel Avenue, Suite 102
Woodland Hills, California 91367



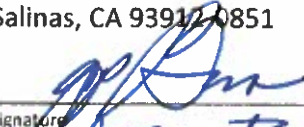
Signature
CEO

Title
1/24/2018

Date

Agency

Monterey County Office of Education
P.O. Box 80851
Salinas, CA 93917-0851



Signature
Associate Supt

Title
2-27-18

Date