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necessary funds for such payment by the City in each fiscal year during the term of this Agreement. For the purposes of this Section, a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Agreement will terminate at no additional cost or obligation to the City.

C. Contractor may select the time and place of performance for these services; provided, however, that access to City documents, records and the like, if needed by Contractor, shall be available only during City's normal business hours and provided that milestones for performance, if any, are met.

D. Contractor has requested to receive regular payments. City shall pay Contractor in due course of payments following receipt from Contractor and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Contractor shall certify on the invoices that Contractor has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Contractor during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Contractor's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.

E. Contractor represents that Contractor has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

F. CAUTION: Contractor shall not begin work until this

1 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
2 the usual and customary rights, benefits or privileges of City employees. Contractor
3 expressly warrants that neither Contractor nor any of Contractor's employees or agents
4 shall represent themselves to be employees or agents of City.

5 5. INSURANCE.

6 A. As a condition precedent to the effectiveness of this
7 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
8 duration of this Agreement, from insurance companies that are admitted to write
9 insurance in California and have ratings of or equivalent to A:V by A.M. Best
10 Company or from authorized non-admitted insurance companies subject to Section
11 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
12 by A.M. Best Company, the following insurance:

13 (a) Commercial general liability insurance (equivalent in scope to
14 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
15 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
16 coverage shall include but not be limited to broad form contractual liability,
17 cross liability, independent contractors liability, and products and completed
18 operations liability. City, its boards and commissions, and their officials,
19 employees and agents shall be named as additional insureds by
20 endorsement (on City's endorsement form or on an endorsement equivalent
21 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10
22 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),
23 and this insurance shall contain no special limitations on the scope of
24 protection given to City, its boards and commissions, and their officials,
25 employees and agents. This policy shall be endorsed to state that the
26 insurer waives its right of subrogation against City, its boards and
27 commissions, and their officials, employees and agents.

28 (b) Workers' Compensation insurance as required by the California

1 Labor Code and employer's liability insurance in an amount not less than
2 \$1,000,000. This policy shall be endorsed to state that the insurer waives
3 its right of subrogation against City, its boards and commissions, and their
4 officials, employees and agents.

5 (c) Professional liability or errors and omissions insurance in an
6 amount not less than \$1,000,000 per claim.

7 (d) Commercial automobile liability insurance (equivalent in scope
8 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
9 amount not less than \$500,000 combined single limit per accident.

10 B. Any self-insurance program, self-insured retention, or
11 deductible must be separately approved in writing by City's Risk Manager or
12 designee and shall protect City, its officials, employees and agents in the same
13 manner and to the same extent as they would have been protected had the policy
14 or policies not contained retention or deductible provisions.

15 C. Each insurance policy shall be endorsed to state that coverage
16 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
17 written notice to City, shall be primary and not contributing to any other insurance
18 or self-insurance maintained by City, and shall be endorsed to state that coverage
19 maintained by City shall be excess to and shall not contribute to insurance or self-
20 insurance maintained by Contractor. Contractor shall notify City in writing within five
21 (5) days after any insurance has been voided by the insurer or cancelled by the
22 insured.

23 D. If this coverage is written on a "claims made" basis, it must
24 provide for an extended reporting period of not less than one hundred eighty (180)
25 days, commencing on the date this Agreement expires or is terminated, unless
26 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
27 continuing coverage for a period of not less than three (3) years, commencing on
28 the date this Agreement expires or is terminated.

1 E. Contractor shall require that all subconsultants or contractors
2 that Contractor uses in the performance of these services maintain insurance in
3 compliance with this Section unless otherwise agreed in writing by City's Risk
4 Manager or designee.

5 F. Prior to the start of performance, Contractor shall deliver to City
6 certificates of insurance and the endorsements for approval as to sufficiency and
7 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
8 insurance, furnish to City certificates of insurance and endorsements evidencing
9 renewal of the insurance. City reserves the right to require complete certified copies
10 of all policies of Contractor and Contractor's subconsultants and contractors, at any
11 time. Contractor shall make available to City's Risk Manager or designee all books,
12 records and other information relating to this insurance, during normal business
13 hours.

14 G. Any modification or waiver of these insurance requirements
15 shall only be made with the approval of City's Risk Manager or designee. Not more
16 frequently than once a year, City's Risk Manager or designee may require that
17 Contractor, Contractor's subconsultants and contractors change the amount, scope
18 or types of coverages required in this Section if, in his or her sole opinion, the
19 amount, scope or types of coverages are not adequate.

20 H. The procuring or existence of insurance shall not be construed
21 or deemed as a limitation on liability relating to Contractor's performance or as full
22 performance of or compliance with the indemnification provisions of this Agreement.

23 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
24 contemplates the personal services of Contractor and Contractor's employees, and the
25 parties acknowledge that a substantial inducement to City for entering this Agreement was
26 and is the professional reputation and competence of Contractor and Contractor's
27 employees. Contractor shall not assign its rights or delegate its duties under this
28 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval

1 of City, except that Contractor may with the prior approval of the City Manager of City,
2 assign any moneys due or to become due Contractor under this Agreement. Any
3 attempted assignment or delegation shall be void, and any assignee or delegate shall
4 acquire no right or interest by reason of an attempted assignment or delegation.
5 Furthermore, Contractor shall not subcontract any portion of its performance without the
6 prior approval of the City Manager or designee, or substitute an approved subconsultant
7 or contractor without approval prior to the substitution. Nothing stated in this Section shall
8 prevent Contractor from employing as many employees as Contractor deems necessary
9 for performance of this Agreement.

10 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
11 certifies that, at the time Contractor executes this Agreement and for its duration,
12 Contractor does not and will not perform services for any other client which would create a
13 conflict, whether monetary or otherwise, as between the interests of City and the interests
14 of that other client. And, Contractor shall obtain similar certifications from Contractor's
15 employees, subconsultants and contractors.

16 8. MATERIALS. Contractor shall furnish all labor and supervision,
17 supplies, materials, tools, machinery, equipment, appliances, transportation and services
18 necessary to or used in the performance of Contractor's obligations under this Agreement,
19 except as stated in Exhibit "D".

20 9. OWNERSHIP OF DATA. All materials, information and data
21 prepared, developed or assembled by Contractor or furnished to Contractor in connection
22 with this Agreement, including but not limited to documents, estimates, calculations,
23 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
24 models, reports, summaries, drawings, designs, notes, plans, information, material and
25 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
26 and City shall have the unrestricted right to use and disclose the Data in any manner and
27 for any purpose without payment of further compensation to Contractor. Copies of Data
28 may be retained by Contractor but Contractor warrants that Data shall not be made

1 available to any person or entity for use without the prior approval of City and/or except as
2 provided for in this Agreement. This warranty shall survive termination of this Agreement
3 for five (5) years.

4 10. TERMINATION. Either party shall have the right to terminate this
5 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
6 prior written notice to the other party. In the event of termination under this Section, City
7 shall pay Contractor for services satisfactorily performed and costs incurred up to the
8 effective date of termination for which Contractor has not been previously paid. The
9 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective
10 date of termination, Contractor shall deliver to City all Data developed or accumulated in
11 the performance of this Agreement, whether in draft or final form, or in process. And,
12 Contractor acknowledges and agrees that City's obligation to make final payment is
13 conditioned on Contractor's delivery of the Data to City.

14 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
15 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
16 performing its services under this Agreement, during the term of this Agreement and for
17 five (5) years following expiration or termination of this Agreement. In addition, Contractor
18 shall keep confidential all information, whether written, oral or visual, obtained by any
19 means whatsoever in the course of performing its services for the same period of time.
20 Contractor shall not disclose any or all of the Data to any third party, or use it for
21 Contractor's own benefit or the benefit of others except for the purpose of this Agreement.

22 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
23 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
24 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
25 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
26 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
27 to subpoena or court order.

28 13. ADDITIONAL COSTS AND REDESIGN.

1 A. Any costs incurred by City due to Contractor's failure to meet
2 the standards required by the scope of work or Contractor's failure to perform fully
3 the tasks described in the scope of work which, in either case, causes City to request
4 that Contractor perform again all or part of the Scope of Work shall be at the sole
5 cost of Contractor and City shall not pay any additional compensation to Contractor
6 for its re-performance.

7 B. If the Project involves construction and the scope of work
8 requires Contractor to prepare plans and specifications with an estimate of the cost
9 of construction, then Contractor may be required to modify the plans and
10 specifications, any construction documents relating to the plans and specifications,
11 and Contractor's estimate, at no cost to City, when the lowest bid for construction
12 received by City exceeds by more than ten percent (10%) Contractor's estimate.
13 This modification shall be submitted in a timely fashion to allow City to receive new
14 bids within four (4) months after the date on which the original plans and
15 specifications were submitted by Contractor.

16 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
17 amended, nor any provision or breach waived, except in writing signed by the parties which
18 expressly refers to this Agreement.

19 15. LAW. This Agreement shall be construed in accordance with the laws
20 of the State of California, and the venue for any legal actions brought by any party with
21 respect to this Agreement shall be the County of Los Angeles, State of California for state
22 actions and the Central District of California for any federal actions. Contractor shall cause
23 all work performed in connection with the Project to be performed in compliance with (1)
24 all applicable laws, ordinances, rules and regulations of federal, state, county or municipal
25 governments or agencies (including, without limitation, all applicable federal and state labor
26 standards, including the prevailing wage provisions of sections 1770 *et seq.* of the
27 California Labor Code); and (2) all directions, rules and regulations of any fire marshal,
28 health officer, building inspector, or other officer of every governmental agency now having

1 or hereafter acquiring jurisdiction.

2 16. PREVAILING WAGES.

3 A. Contractor agrees that all public work (as defined in California
4 Labor Code section 1720) performed pursuant to this Agreement (the "Public
5 Work"), if any, shall comply with the requirements of California Labor Code sections
6 1770 *et seq.* City makes no representation or statement that the Project, or any
7 portion thereof, is or is not a "public work" as defined in California Labor Code
8 section 1720.

9 B. In all bid specifications, contracts and subcontracts for any
10 such Public Work, Contractor shall obtain the general prevailing rate of per diem
11 wages and the general prevailing rate for holiday and overtime work in this locality
12 for each craft, classification or type of worker needed to perform the Public Work,
13 and shall include such rates in the bid specifications, contract or subcontract. Such
14 bid specifications, contract or subcontract must contain the following provision: "It
15 shall be mandatory for the contractor to pay not less than the said prevailing rate of
16 wages to all workers employed by the contractor in the execution of this contract.
17 The contractor expressly agrees to comply with the penalty provisions of California
18 Labor Code section 1775 and the payroll record keeping requirements of California
19 Labor Code section 1771."

20 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
21 constitutes the entire understanding between the parties and supersedes all other
22 agreements, oral or written, with respect to the subject matter in this Agreement.

23 18. INDEMNITY.

24 A. Contractor shall indemnify, protect and hold harmless City, its
25 Boards, Commissions, and their officials, employees and agents ("Indemnified
26 Parties"), from and against any and all liability, claims, demands, damage, loss,
27 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
28 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or

1 in connection with (1) Contractor's breach or failure to comply with any of its
2 obligations contained in this Agreement, including any obligations arising from the
3 Project's compliance with or failure to comply with applicable laws, including all
4 applicable federal and state labor requirements including, without limitation, the
5 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful
6 acts, errors, omissions or misrepresentations committed by Contractor, its officers,
7 employees, agents, subcontractors, or anyone under Contractor's control, in the
8 performance of work or services under this Agreement (collectively "Claims" or
9 individually "Claim").

10 B. In addition to Contractor's duty to indemnify, Contractor shall
11 have a separate and wholly independent duty to defend Indemnified Parties at
12 Contractor's expense by legal counsel approved by City, from and against all
13 Claims, and shall continue this defense until the Claims are resolved, whether by
14 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
15 breach, or the like on the part of Contractor shall be required for the duty to defend
16 to arise. City shall notify Contractor of any Claim, shall tender the defense of the
17 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,
18 in the defense.

19 C. If a court of competent jurisdiction determines that a Claim was
20 caused by the sole negligence or willful misconduct of Indemnified Parties,
21 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the
22 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
23 percentage of willful misconduct attributed by the court to the Indemnified Parties.

24 D. The provisions of this Section shall survive the expiration or
25 termination of this Agreement.

26 19. AMBIGUITY. In the event of any conflict or ambiguity between this
27 Agreement and any Exhibit, the provisions of this Agreement shall govern.

28 20. NONDISCRIMINATION.

1 A. In connection with performance of this Agreement and subject
2 to applicable rules and regulations, Contractor shall not discriminate against any
3 employee or applicant for employment because of race, religion, national origin,
4 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
5 disability. Contractor shall ensure that applicants are employed, and that employees
6 are treated during their employment, without regard to these bases. These actions
7 shall include, but not be limited to, the following: employment, upgrading, demotion
8 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
9 or other forms of compensation; and selection for training, including apprenticeship.

10 B. It is the policy of City to encourage the participation of
11 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
12 procurement process, and Contractor agrees to use its best efforts to carry out this
13 policy in its use of subconsultants and contractors to the fullest extent consistent
14 with the efficient performance of this Agreement. Contractor may rely on written
15 representations by subconsultants and contractors regarding their status.
16 Contractor shall report to City in May and in December or, in the case of short-term
17 agreements, prior to invoicing for final payment, the names of all subconsultants
18 and contractors hired by Contractor for this Project and information on whether or
19 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
20 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

21 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
22 accordance with the provisions of the Ordinance, this Agreement is subject to the
23 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
24 Long Beach Municipal Code, as amended from time to time.

25 A. During the performance of this Agreement, the Contractor
26 certifies and represents that the Contractor will comply with the EBO. The
27 Contractor agrees to post the following statement in conspicuous places at its place
28 of business available to employees and applicants for employment:

1 “During the performance of a contract with the City of Long Beach, the
2 Contractor will provide equal benefits to employees with spouses and its
3 employees with domestic partners. Additional information about the City of
4 Long Beach’s Equal Benefits Ordinance may be obtained from the City of
5 Long Beach Business Services Division at 562-570-6200.”

6 B. The failure of the Contractor to comply with the EBO will be
7 deemed to be a material breach of the Agreement by the City.

8 C. If the Contractor fails to comply with the EBO, the City may
9 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
10 to become due under the Agreement may be retained by the City. The City may
11 also pursue any and all other remedies at law or in equity for any breach.

12 D. Failure to comply with the EBO may be used as evidence
13 against the Contractor in actions taken pursuant to the provisions of Long Beach
14 Municipal Code 2.93 et seq., Contractor Responsibility.

15 E. If the City determines that the Contractor has set up or used its
16 contracting entity for the purpose of evading the intent of the EBO, the City may
17 terminate the Agreement on behalf of the City. Violation of this provision may be
18 used as evidence against the Contractor in actions taken pursuant to the provisions
19 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

20 22. NOTICES. Any notice or approval required by this Agreement shall
21 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
22 postage prepaid, addressed to Contractor at the address first stated above, and to City at
23 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
24 to the City Engineer at the same address. Notice of change of address shall be given in
25 the same manner as stated for other notices. Notice shall be deemed given on the date
26 deposited in the mail or on the date personal delivery is made, whichever occurs first.

27 23. COPYRIGHTS AND PATENT RIGHTS.

28 A. Contractor shall place the following copyright protection on all

1 Data: © City of Long Beach, California ____, inserting the appropriate year.

2 B. City reserves the exclusive right to seek and obtain a patent or
3 copyright registration on any Data or other result arising from Contractor's
4 performance of this Agreement. By executing this Agreement, Contractor assigns
5 any ownership interest Contractor may have in the Data to City.

6 C. Contractor warrants that the Data does not violate or infringe
7 any patent, copyright, trade secret or other proprietary right of any other party.
8 Contractor agrees to and shall protect, defend, indemnify and hold City, its officials
9 and employees harmless from any and all claims, demands, damages, loss, liability,
10 causes of action, costs or expenses (including reasonable attorney's fees) whether
11 or not reduced to judgment, arising from any breach or alleged breach of this
12 warranty.

13 24. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
14 that Contractor has not employed or retained any entity or person to solicit or obtain this
15 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
16 commission or other monies based on or from the award of this Agreement. If Contractor
17 breaches this warranty, City shall have the right to terminate this Agreement immediately
18 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
19 due under this Agreement or otherwise recover the full amount of the fee, commission or
20 other monies.

21 25. WAIVER. The acceptance of any services or the payment of any
22 money by City shall not operate as a waiver of any provision of this Agreement or of any
23 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
24 Agreement shall not constitute a waiver of any other or subsequent breach of this
25 Agreement.

26 26. CONTINUATION. Termination or expiration of this Agreement shall
27 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
28 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

1 27. TAX REPORTING. As required by federal and state law, City is
2 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
3 Contractor shall be solely responsible for payment of all federal and state taxes resulting
4 from payments under this Agreement. Contractor shall submit Contractor's Employer
5 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
6 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
7 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
8 Contractor provides one of these numbers.

9 28. ADVERTISING. Contractor shall not use the name of City, its officials
10 or employees in any advertising or solicitation for business or as a reference, without the
11 prior approval of the City Manager or designee.

12 29. AUDIT. City shall have the right at all reasonable times during the
13 term of this Agreement and for a period of five (5) years after termination or expiration of
14 this Agreement to examine, audit, inspect, review, extract information from and copy all
15 books, records, accounts and other documents of Contractor relating to this Agreement.

16 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
17 designed to or entered for the purpose of creating any benefit or right for any person or
18 entity of any kind that is not a party to this Agreement.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

December 17, 2016
_____, 20__

ADVANCED PROBLEM SOLVING, LLC, a California limited liability company
By David M. Andrews
Name David M. Andrews
Title President

By _____
Name _____
Title _____

"Contractor"

Dec 27, 2016

CITY OF LONG BEACH, a municipal corporation

By T. Bell
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City" Assistant City Manager

This Agreement is approved as to form on December 21, 2016.

CHARLES PARKIN, City Attorney
By [Signature]
Deputy

EXHIBIT “A”

Scope of Work



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

3. SCOPE OF PROJECT

The City of Long Beach Fire Department ("Department") is seeking a Contractor to assist the Regional Training Group (RTG) to produce training sessions utilizing a Learning Management System (LMS) for the Training Model Delivery project. The Contractor will produce six (6) bi-monthly (every two months) training drills on topics with CBRNE-related content for delivery via a Learning Management System (LMS). Past topics of these lessons have included High Rise First-In Company, MCI Triage Skills, Wildland Structure Protection and Risk Assessment and Hazardous Materials Chemical Release. Future deliveries may provide additional training in High Rise, MCI, Hazardous Materials, or Wildland, as well as other disciplines, which include but are not limited to Tactical Emergency Medical Systems, Fire Ground Survival, Rapid Intervention Crews, and Command & Control of CBRNE Incidents.

The Contractor will also provide an LMS for delivering the monthly training materials as well as assistance for uploading the monthly training materials to existing LMS systems for those agencies electing not to use the Contractor's LMS. (See Section 3.3)

The following sections describe (3.1) the content associated with each of these deliveries; (3.2) the process whereby the content will be developed as well as submitted for review and approval; and (3.3) the mechanism for delivering the content to fire and emergency services personal within the Los Angeles Area Fire Chiefs Association (LAAFCA) region.

3.1 Content

For each bi-monthly delivery, (every two months) the Contractor will develop and make available the following:

- **A high-quality, fast-paced introductory video showing "what right looks like."**

In this video one or more companies from the Los Angeles Area will be shown performing the essential skills that are the subject of the monthly lesson.

The format of the introductory video is generally a dramatized incident. The length of these videos is generally 3-4 minutes.

- **A high-quality, SCORM-based online lesson providing cognitive instruction on the subject matter.**

The online lesson will generally last from 30-60 minutes. The lesson can be developed in Articulate, Captivate, or a similar high-end program for online lesson content.

The lesson should employ professional voiceover actors for audio content as well as high-quality graphics and motion graphics for visual effects.

In addition to informational content, the lesson should integrate "speed bump" questions, scenario-based learning exercises, and illustrative extracts from the introductory video. The Lesson will also provide access to various documents or reference materials (job aids) related to the lesson.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- **A SCORM-based post-lesson test (“post-test”) to assess the learner’s mastery of core concepts covered in the online lesson.**

The post-test will draw at least 10 questions randomly from a test bank of 15-20 questions. The questions should be placed in random order and the multiple-choice answers associated with each question should also be placed in random order.

- **A drill plan outlining Terminal Learning Objectives (TLOs) and Enabling Learning Objectives (ELOs) for a hands-on drill associated with the cognitive content covered in the online lesson.**

The drill plan is a tool that assists companies from across the Los Angeles Area to plan and perform hands-on drills.

The timing and subject matter of these drills are coordinated across the region while each company's performance of the drill will remain consistent with their individual agencies' policies and Standard Operating Guidelines (SOGs).

- **A high-quality, fast-paced sample drill video showing a fire company from the Los Angeles Area performing the drill described in the drill plan.**

Like the introductory video, the length of these sample drill videos will generally be 3-4 minutes.

In addition, the monthly deliverable will often be accompanied by a job aid and/or other resources.

- *Job aids* that might require development by the Contractor include checklists of crucial tasks to be performed in association with the drill or scenarios for use in table top exercises.
- *Additional resources* that have been included in previous training deliveries include copies of regional policy guidance (e.g., extracts from the Los Angeles County Hospital Pre-Care Policy Manual) as well as Powerpoint presentations with additional content on the monthly training topic.

These materials must be developed, submitted for review and approval, and posted online in accordance with timelines established by the RTG. The first delivery is projected to be posted online within two months of the awarded contract with subsequent deliveries to be completed and posted at two-month intervals.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

3.2 Process

These materials (the introductory video, online lesson, post-test, drill plan, sample drill video, job aids and other resources) will be developed by the Contractor working under the direction of a Project Manager assigned by the RTG.

The Project Manager will direct the Contractor to work with local Subject Matter Experts (SMEs) identified by the RTG from the 31 agencies in LAAFCA to develop scripts for the videos and online lesson as well as samples of all other associated materials.

These scripts and samples shall be submitted to the Project Manager for review and approval prior to filming the videos or uploading the lesson materials to a test portal on an LMS. Draft versions of the videos (rough cuts) and the online lesson will likewise be submitted to the Project Manager for review and approval prior to uploading final (approved) content to agency portals on an LMS.

It may occasionally be desirable for the Contractor to hire additional (external) SMEs to assist with the development of lesson content and associated materials. In such cases, the Contractor shall recruit and hire these external SMEs at the Contractor's own expense. The names and qualifications of external SMEs shall be submitted to the Project Manager for review and approval prior to the Contractor engaging the services of external SMEs.

3.3 Delivery Mechanism

The Contractor will also provide (1) an LMS for delivering the monthly training materials to somewhere between 3000 and 9000 firefighters from 25-31 agencies and (2) assistance for uploading the monthly training materials to existing LMS systems for those agencies electing not to use the Contractor's LMS.

The Contractor's LMS must have a user-friendly interface and the following specific characteristics:

- Contractor's LMS must be device agnostic so that it can be accessed from PC or MAC, Tablet or Smartphone.
- Agencies electing to use the Contractor's LMS must be able to mount additional agency-specific content on each lesson topic to the LMS with content accessible only by their own personnel.
- The Contractor's LMS must have the ability to constrain access for certain content based on the end user's rank/role (e.g., Administrative Access).
- Within each agency electing to use the Contractor's LMS, supervisors must be able to monitor the performance (access dates, completion rates, post-test scores) of personnel assigned to them.



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- For agencies electing to use the Contractor's LMS, upon request, performance reports must be available for review in real time and sent to the Agency Administrator's email address.
- For agencies electing to use the Contractor's LMS, training delivery access shall be provided at an individual level as well as a company level providing credit for course completion. (e.g. Company Officer shall have the ability to add crew members to the lesson delivery for course credit when participating as a crew. In addition, all members signed in shall retain the ability to resume or review the lesson at any point).
- For agencies electing to use the Contractor's LMS, upon completion of each course the end user must be able to print a customized certificate with the name of the course, the end user's own name and agency affiliation, and the date of course completion.
- All curriculum, videos, materials and products related to this project are proprietary to LAAFCA and will be surrendered upon request.
- All lessons will be accessible to end users for a minimum of 90 days past the last lesson launched on the contractor's LMS.
- LMS will be formatted for the end user with a design acceptable to the RTG.
- For agencies not electing to use the Contractor's LMS, the Contractor shall provide all material associated with the lesson in a SCROM file for use on the Agency's chosen LMS. All SCORM files provided must be compatible with the agencies chosen LMS.

Contractor shall provide excellent customer service to the participating agencies as well as to the individual end users who are employing the Contractor's LMS.

EXHIBIT “B”

Rates or Charges

Six deliveries, each delivery to include:

- Intro video
- Online lesson
- Post-test
- Drill plan
- Sample drill video
- Job aids as required
- Use of APS LMS for content delivery to somewhere between 3000 and 9000 firefighters from 25-31 agencies
- Assistance uploading content to the Learning Management Systems of those LAAFCA agencies electing not to employ the APS LMS
- Customer service as outlined in our proposal, including dedicated Client Success Manager
- All other requirements specified in RFP FD 16-133

Cost per delivery:

\$100,000

Total cost for six deliveries:

\$600,000

COST COMPONENTS:

PRICE PER DELIVERY

1. Access to Learning Management System (LMS): \$12,000

This feature is a requirement of the RFP. Our system provides the following features:

- Individual agency branding on the log-in site and user dashboard.
- Individual user log-in on our secure cloud-based system.
- Capacity to upload and track SCORM-based courses as well as courses using a variety of other technologies, including Powerpoint, PDF, and video content.
- Robust testing capabilities.
- Centralized document repository suitable for posting agency policy documents, training resources, etc.
- Easy-to-use reporting functionalities permitting supervisors and administrators to access user records in real time.
- Basic calendar for scheduling instructor-led training sessions and other activities.

This price includes:

- A dedicated Client Success Manager assigned to assist with implementation as well as with continuing customer service needs.
- Dedicated online training webinars for administrators and supervisors during the implementation process.
- Unlimited access for administrators and supervisors to the general online training resources available at our Client Success Center.
- Unlimited data on each agency's training portal. There are no additional data delivery charges or other ancillary charges.

2. Lesson design: \$26,000

This refers to all phases of the design process, beginning with identifying lesson scope and gathering data and culminating with the approval of a lesson plan, lesson script, video scripts, and job aids.

This price includes:

- An APS project manager overseeing all phases of the production process.
- An instructional designer/script writer responsible for the following:
 - Working with local and external Subject Matter Experts (SMEs).

- Developing draft, intermediary and final versions of the lesson plan, lesson script, video scripts, and job aids.
- Working with the RTG project manager to secure approval for each of these tasks, per the terms of the RFP.
- Fees for an external SME to assist with lesson development.
- Travel, food and lodging for the external SME.

3. Multimedia asset development: \$25,100

This refers to the development of all video, graphic design, still image, and audio content for the lessons.

This price includes the following:

- Pre-production, production and post-production of videos.
- Graphics and motion graphics.
- Still photography.
- Professional voiceovers.

4. Online lesson development: \$9,500

This refers to developing draft through final versions of the online lesson in accordance with the lesson script, including incorporation of the multimedia assets.

This price includes the following:

- Developing the lesson in Articulate Storyline 2.
- Uploading the lesson to the APS Learning Management System for initial testing.
- Initial testing of all functionalities.

5. Quality assurance and online dissemination: \$27,400

This refers to rigorous testing of the lesson by the APS team as well as by the RTG project manager (as well as any SMEs identified by the RTG project manager for this purpose) prior to its dissemination.

This price includes the following:

- Internal testing of the lesson by multiple members of the APS team.
- External testing of the lesson until it receives the approval of the RTG project manager (as required in the RFP).

- Uploading the approved lesson to agency portals.
- Providing SCORM-based versions of the lesson to agencies electing not to use the APS Learning Management System.
- Providing technical support to agencies not to use the APS Learning Management System.

SUMMARY: TOTAL COSTS PER DELIVERY BY COMPONENT—

Access to APS Learning Management System (LMS):	\$ 12,000
Lesson design:	\$ 26,000
Multimedia asset development:	\$ 25,100
Online lesson development:	\$ 9,500
Quality assurance and online lesson dissemination:	<u>\$ 27,400</u>
	\$100,000

EXHIBIT “C”

City’s Representative:

Chief Xavier Espino

(562) 570-2586

EXHIBIT “D”

Materials/Information Furnished: None