

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

CONTRACT

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3 THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of
4 January 14, 2016, for reference purposes only, pursuant to a minute order adopted by the
5 City Council of the City of Long Beach at its meeting held on November 17, 2015, by and
6 between BLUEDROP LEARNING NETWORK INC., a for-profit corporation with offices
7 located at 18 Prescott Street, St. John's, Newfoundland, Canada A1C 3S4 ("Contractor")
8 and the CITY OF LONG BEACH, a municipal corporation ("City") and administering entity
9 for Pacific Gateway Workforce Investment Network.

10 WHEREAS, Congress reauthorized the Workforce Investment Act of 1998
11 on July 22, 2014 as the "Workforce Innovation and Opportunity Act (WIOA)" to provide
12 workforce investment activities, through statewide and local workforce investment systems
13 such as Pacific Gateway Workforce Investment Network (PGWIN), administered by the
14 City of Long Beach; and

15 WHEREAS, City submitted an application to the Department of Defense
16 through the Office of Economic Adjustment for funds to augment PGWIN's various
17 workforce development services and activities (the "Application"); and

18 WHEREAS, the Application was approved by the Department of Defense and
19 a grant agreement has been executed by and between the Department of Defense and the
20 City authorizing such programs and providing the funding therefore under the grant
21 agreement which has been designated as CR1517-15-01 CFDA No. 12.611 (the "Prime
22 Contract"); and

23 WHEREAS, Contractor desires to participate in said program and is qualified
24 by procurement for the reason of experience, preparation, organization, staffing and
25 facilities to provide services; and

26 WHEREAS, City is willing to utilize Contractor to provide web-based platform
27 materials to assist dislocated workers in transitioning their skills;

28 NOW, THEREFORE, in consideration of the mutual terms, covenants, and



1 conditions in this Agreement, the parties agree as follows:

2 1. DOCUMENT INCORPORATION.

3 A. The following documents are attached hereto as exhibits and
4 incorporated herein and made a part hereof by this reference as if fully set forth:

5 i. The Prime Contract, Exhibit "A", and any extension or
6 continuation thereof or any grant agreement which is the successor thereto
7 which authorizes a training and employment program for the economically
8 disadvantaged, unemployed and underemployed persons, and the
9 documents incorporated therein and attachments thereto, including the
10 assurances and certifications made by the State to the City.

11 ii. Contractor's program description, statement of work
12 performed, Contractor's operation plan for participants, program conditions
13 and standards for Contractor's performance under this Contract (collectively,
14 the "Statement of Work") attached hereto as Exhibit "B".

15 iii. The Memorandum of Understanding and Schedule,
16 attached hereto as Exhibit "C".

17 B. Contractor and City agree to be bound by all the terms,
18 conditions and provisions contained in the Prime Contract, the Application, and the
19 Statement of Work (collectively, the "Contract Documents").

20 C. Contractor hereby agrees to assume full responsibility for the
21 performance of the operation, coordination and administration of such program
22 pursuant to all the terms and conditions of the exhibits to the extent that said
23 documents are applicable to the delivery of services by Contractor hereunder; and
24 the parties hereto agree to perform all duties, obligations and tasks to be performed
25 by each party under the Contract Documents.

26 D. In the event there is any conflict between the provisions of this
27 Contract and the provisions of the Prime Contract, including the attachments thereto
28 and the documents incorporated therein, as presently worded or amended in the

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1 future, the parties agree that the provisions of the Prime Contract shall control.

2 Contractor shall conduct training and employment activities in accordance
3 with the provisions of the Contract Documents.

4 2. TERM.

5 A. The term of this Contract ("Term") shall be deemed to have
6 commenced as of June 1, 2015, and unless sooner terminated pursuant to the
7 provisions hereof, shall terminate on September 30, 2016. City shall have the right
8 to terminate this Contract in its entirety at any time during the Term for any or no
9 reason whatsoever by giving fifteen (15) days prior written notice of termination to
10 the other party. City shall have the additional right to cancel any part of this Contract
11 at any time during the Term for any reason whatsoever by giving fifteen (15) days'
12 notice of such cancellation to the Contractor.

13 B. Notwithstanding the foregoing, the City shall have the right to
14 terminate and cancel this Contract without notice, in its sole discretion, if the actions
15 or non-action of Contractor subjects the City to liability, legal obligations or program
16 operation obligations beyond the liability and obligations under the Contract
17 Documents. If this Contract is terminated prior to the expiration of the Term,
18 Contractor shall be reimbursed for all eligible program allowable costs which have
19 been accrued but not paid through the effective date of termination. Contractor
20 agrees to accept such amount, plus all amounts previously paid, as full payment
21 and satisfaction of all obligations of City to Contractor.

22 3. AWARD UNDER SPECIAL CONDITIONS. The City may award a
23 contract under special conditions if it determines the Contractor as "high risk" under the
24 following categories:

25 A. (1) A history of unsatisfactory performance, or (2) Is not
26 financially stable, or (3) Has a management system which does not meet the
27 management standards, or (4) Has not conformed to terms and conditions of
28 previous awards, or (5) Is otherwise not responsible; and if the City determines that



1 an award will be made, special conditions and/or restrictions shall correspond to the
2 high risk condition and shall be included in the award.

3 B. Special conditions or restrictions may include: (1) Payment on
4 a reimbursement basis; (2) Withholding authority to proceed to the next phase until
5 receipt of evidence of acceptable performance within a given funding period; (3)
6 Requiring additional, more detailed financial reports; (4) Additional project
7 monitoring; (5) Requiring the Contractor to obtain technical or management
8 assistance; or (6) Establishing additional prior approvals.

9 C. If the City decides to impose such conditions, the City will either
10 include such corrective action in the Statement of Work or notify the Contractor as
11 early as possible, in writing, of: (1) The nature of the special conditions/restrictions;
12 (2) The reason(s) for imposing them; (3) The corrective actions which must be taken
13 before they will be removed and the time allowed for completing the corrective
14 actions and (4) The method of requesting reconsideration of the conditions or
15 restrictions imposed.

16 4. PERFORMANCE REVIEW.

17 A. After each quarter during the Term, the City will conduct a
18 review of Contractor's performance by comparing the Contractor's planned
19 performance and/or contract earning levels with the actual performance and
20 contract earning levels achieved by Contractor. If the Contractor is ten percent
21 (10%) or more below their planned total at the end of the first quarter or any quarter
22 thereafter, the City has the right to unilaterally cancel the contract or de-obligate
23 funds up to the amount of the under expenditure or underperformance.
24 Alternatively, upon review and approval of the City, Contractor may be allowed to
25 submit a corrective action plan demonstrating that program performance is
26 attainable and expenditure levels can be met. At the discretion of the City,
27 Contractor may be allowed to continue program services.

28 B. Underperformance at the end of the second quarter or any

1 quarter thereafter, shall permit the City to unilaterally cancel this Contract or, in the
2 alternative and at the sole discretion of the City, deobligate funds from this Contract
3 up to the amount of the underexpenditures.

4 5. CONTRACT AMOUNT AND PAYMENT.

5 A. The total amount which shall be payable by City to Contractor
6 for Contractor's allowable services during the Term shall not exceed Two Million
7 Five Hundred Thousand Dollars (\$2,500,000).

8 B. The City shall, in due course, reimburse the Contractor for the
9 actual, allowable, reasonable and necessary costs and expenses incurred by
10 Contractor in the performance of this Contract which are authorized and approved
11 by Exhibits "B" and "C" and are in accordance with and pursuant to the Prime
12 Contract, to the extent that such Prime Contract is applicable to the Contractor's
13 performance hereunder.

14 C. Payment to the Contractor shall be limited to the amounts
15 specified in Exhibit "B" for the categories, criteria and rates established in said
16 Exhibit. The allocation of the total contract amount among the items in the Budget
17 may vary by as much as ten percent (10%) without the approval by Workforce
18 Investment Board's Executive Director ("Executive Director"). Additionally,
19 Contractor may, with the prior written approval of the Executive Director or his
20 designee, make adjustments within and among the categories of expenditures in
21 the Budget in excess of ten percent (10%), and modify the performance to be
22 rendered hereunder as provided in Exhibits "B" and "C"; provided, however, that any
23 such adjustment in expenditures shall not result in an increase in the amount of the
24 total contract. The agent or representative of Contractor who signs as the maker of
25 checks or drafts or in any manner authorizes the disbursement of said funds or
26 expenditure of same shall be covered by a blanket fidelity or comprehensive crime
27 bond regarding the handling of said funds in an amount set out in Section 13,
28 paragraph E of this Contract.



1 D. Contractor shall not charge nor receive compensation under
2 this Contract for any services or expenses unless said services or expenses are
3 directly and exclusively related to the purposes of this Contract, and provided that
4 payment is not also received by Contractor from some other source for said services
5 or expenses.

6 E. Disbursement of funds received from the State shall be under
7 the direction of the City Manager or his designee and shall be in accordance with
8 the provisions of this Contract and made pursuant to the Prime Contract and any
9 additional procedures, regulations and reporting requirements which are
10 established by the City that do not conflict with applicable procedures, regulations
11 and reporting requirements of the State.

12 F. All payments to Contractor by the City will be based upon
13 invoices and the necessary supporting documents which the State and the City may
14 require Contractor to submit. The expenditure of all funds shall be accounted for
15 promptly and submitted with the funded "Period of Availability" for the program year.
16 Reimbursement will not be made for claims generated beyond contract end date or
17 ninety (90) days after the contract end date for properly accrued expenditures.
18 Contractor shall keep separate detailed accounts for each expenditure for each
19 component part of this project.

20 G. Public or private non-profit contractor revenues in excess of
21 costs are considered program income or profits in accordance with Code of Federal
22 Regulations definition of "Income" pursuant to 29 CFR 97.32(2). When authorized,
23 program income may be added to the funds committed to the grant agreement. The
24 program income shall be used for the purposes and under the conditions of the grant
25 agreement or as amended unless the Governor of the State of California requires
26 that such income be turned over to the State.

27 6. RECORDS.

28 A. Records relating to the performance of this Contract shall be



1 kept and maintained by Contractor in accordance with the manner and method
2 prescribed by applicable State regulations and guidelines and City requirements,
3 and will be current, complete and available for purposes of inspection and audit
4 during business hours as deemed necessary upon request by representatives of
5 federal, state and local agencies.

6 B. Contractor shall provide access to all documents and materials
7 related to this Contract and shall provide any information that the City, or its
8 designee requires in order to monitor and evaluate Contractor's performance
9 hereunder. All such records shall be maintained and accessible for a period of
10 seven (7) years from the expiration or earlier termination of this Contract.

11 7. FINANCIAL REPORTS.

12 A. Contractor shall promptly distribute to the City Manager or his
13 designee copies of all correspondence including, but not limited to, financial,
14 operational and performance reports which Contractor submits to or receives from
15 the State. Contractor shall provide such other reports, documents or information as
16 may be requested or required by the City or the State within three (3) days of written
17 request. Upon expiration or earlier termination of this Contract, and within the time
18 and in the manner prescribed by the City, the Contractor shall perform all necessary
19 close-out procedures required by the State and the City, including preparation of
20 close-out reports and transmittal to the City of all documents in the possession of
21 Contractor which relate to the Conduct of the Program, within the time and in the
22 manner prescribed by the City. Final payment to the Contractor under this Contract
23 will be paid only after the City has determined that Contractor has satisfactorily
24 completed said close-out procedures.

25 B. If the Contractor is subject to the Single Audit Act (SAA), the
26 Contractor shall include this Contract within the scope of the SAA audit. A copy of
27 the SAA final audit report shall be delivered by Contractor to the City of Long Beach
28 within thirty (30) calendar days after its request and, in any event, no later than six

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1 (6) months after the end of the then-current fiscal year of Contractor. In the event
2 the Contractor fails to comply with this requirement, the Contractor shall be liable
3 for any costs incurred by City for a substitute audit or review.

4 8. ACCOUNTING PROCEDURES.

5 A. On a monthly basis, commencing on the last day of the month
6 next succeeding the Effective Date of this Contract, the Contractor will submit an
7 invoice with supporting documentation for payment based upon the cost categories
8 in Exhibits "B" and "C". These invoices will be due by the tenth (10th) working day
9 after the end of each month. Contractor shall complete the monthly payment
10 requests in the format required by the City.

11 B. The Contractor will establish separate account numbers within
12 its accounting system to account for the expenditures and revenues of this Contract.
13 The Contractor's accounting system will be in compliance with all applicable
14 procedures and Federal and State authorities having jurisdiction over this Contract,
15 and shall be consistent with the fiscal and accounting procedures, including accruals
16 set forth herein. Without limiting the generality of the foregoing, the Contractor shall
17 adhere to the following fiscal and accounting procedures:

18 i. Maintain a bank account and perform monthly bank
19 reconciliations.

20 (a) Deposit all receipts in the bank account promptly
21 and intact.

22 (b) Do not pay any expense directly out of cash
23 receipts.

24 (c) Maintain bank validated copies for every deposit
25 slip in chronological order. Each deposit slip should include sufficient
26 detail to explain the source of the funds being deposited. (This may
27 be done by recording the details on the deposit slip or by attached
28 supporting documentation which may have been received with the



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receipts).

(d) Disburse all funds by check, preferably signed or approved electronically by two (2) employees, neither of whom is the bookkeeper or the accounting clerk.

ii. Designate specific employees to perform each of the following functions:

(a) Receipt for goods and services provided to Contractor.

(b) Approve the purchase of goods and services for Contractor.

(c) Approve employee time sheets.

(d) Each above function shall be designated to a different employee.

iii. Maintain documented support for every check written which should include:

(a) Original invoice from each vendor.

(b) Indication by signature and date of an authorized employee that the goods or services were received by the Contractor. This may be done on a separate receiving report, a copy of a packing slip or on the invoice itself.

(c) Indication that the goods or services were approved for purchase by an authorized individual. This should be by signature and date and should appear on the invoice or on the purchase order or purchase requisition, if such is used by the Contractor.

iv. Maintain a copy of each invoice submitted to the Operations Division with copies of all supporting documents.

v. Maintain the following records in an orderly fashion by



1 grant period or Contractor's fiscal year:

- 2 (a) Bank statements and bank reconciliations.
- 3 (b) Deposit slips and supports.
- 4 (c) Checks and supports.
- 5 (d) Time sheets or documentation to verify
6 Contractor's labor costs.
- 7 (e) Cash receipts and cash disbursement journals.
- 8 (f) Requests for reimbursement and supports.
- 9 (g) Financial statements.
- 10 (h) Maintain and file all required tax and personnel
11 reports with appropriate agencies.

12 vi. Contractor must adhere to all audit requirements as
13 outlined in Contractor's respective OMB Circular, 29 CFR 95, and 29 CFR
14 Part 96, and A 133, 29 CFR 97.26 and 29 CFR 95.26 as applicable.

15 C. All invoices and billings will be considered final and must be
16 submitted within forty-five (45) calendar days from the end of the Term. Resolution
17 of disputed matters must be resubmitted within fifteen (15) calendar days from date
18 mailed to Contractor. City, in its sole discretion, may elect not to pay any invoices
19 or billings submitted after the cut-off date, or if funding is no longer available.

20 9. INDEPENDENT CONTRACTOR STATUS. It is distinctly understood
21 that in the performance of this Contract, the Contractor shall at all times be considered a
22 wholly independent contractor and that Contractor's obligations to and authority from the
23 City are solely as are preserved by this Contract. Contractor expressly warrants that it will
24 not, at any time, hold itself out or in any manner represent that Contractor or any of its
25 agents, volunteers, subscribers, members, officers or employees are in any manner the
26 officers, employees or agents of the City or the Pacific Gateway Workforce Investment
27 Network (Network), an unincorporated non-profit association. Contractor shall not have
28 any authority to bind the City or Network at any time or for any purpose. Contractor nor

1 any of Contractor's officers, employees or agents shall have any power or authority as
2 agents or employees of the City or Network and shall not be entitled to any of the rights,
3 privileges or benefits of a City or Network employee.

4 10. ASSIGNMENT AND SUBCONTRACTING. This Agreement
5 contemplates the personal services of Contractor and Contractor's employees, and the
6 parties acknowledge that a substantial inducement to City for entering this Agreement was
7 and is the professional reputation and competence of Contractor and Contractor's
8 employees. Contractor shall not assign its rights or delegate its duties under this
9 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
10 of City, except that Contractor may with the prior approval of the City Manager of City,
11 assign any moneys due or to become due the Contractor under this Agreement. Any
12 attempted assignment or delegation shall be void, and any assignee or delegate shall
13 acquire no right or interest by reason of an attempted assignment or delegation.
14 Furthermore, Contractor shall not subcontract any portion of its performance without the
15 prior approval of the City Manager or designee, or substitute an approved subconsultant
16 or contractor without approval prior to the substitution. Nothing stated in this Section shall
17 prevent Contractor from employing as many employees as Contractor deems necessary
18 for performance of this Agreement.

19 11. INDEMNITY.

20 A. Contractor shall indemnify, protect and hold harmless City, its
21 Boards, Commissions, and their officials, employees and agents ("Indemnified
22 Parties"), from and against any and all liability, claims, demands, damage, loss,
23 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
24 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
25 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
26 in part, out of or in connection with (1) Contractor's breach or failure to comply with
27 any of its obligations contained in this Agreement, including any obligations arising
28 from the Project's compliance with or failure to comply with applicable laws,



1 including all applicable federal and state labor requirements including, without
2 limitation, the requirements of California Labor Code section 1770 *et seq.* or (2)
3 negligent or willful acts, errors, omissions or misrepresentations committed by
4 Contractor, its officers, employees, agents, subcontractors, or anyone under
5 Contractor's control, in the performance of work or services under this Agreement
6 (collectively "Claims" or individually "Claim").

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

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

21 D. The provisions of this Section shall survive the expiration or
22 termination of this Agreement.

23 12. EMPLOYMENT TRAINING ACT CLAUSES. Contractor shall
24 administer contract within the policies and procedures mandated by the Workforce
25 Investment Act of 1998, subsequently reauthorized as Workforce Innovation and
26 Opportunity Act, and the Network and agrees to comply with the following contract clauses,
27 as applicable, during the duration of the contract period:

28 A. Compliance with requirements and/or regulations related to



1 patent rights, copyrights, and rights in data;

2 B. Maintenance of records for 7 years;

3 C. The Equal Employment Opportunity Act provisions;

4 D. The Americans with Disabilities Act of 1990;

5 E. The Contract Work Hours and Safety Standards Act;

6 F. The Clean Air Act and Environmental Protection Agency

7 regulations;

8 G. The Energy Policy Conservation Act;

9 H. The Byrd Anti-Lobbying Amendment;

10 I. Veteran's Priority Provisions;

11 J. Whistle Blower Protection;

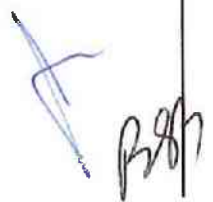
12 K. Buy American Requirements.

13 13. INSURANCE. Concurrent with the execution of this Contract by
14 Contractor, as a condition precedent to the effectiveness of this Contract, and in partial
15 performance of the obligations of indemnity assumed by Contractor under Section 11
16 above, Contractor shall procure and maintain during the Term at Contractor's expense:

17 A. Comprehensive General Liability in an amount not less than Two
18 Million Dollars (\$2,000,000.00) combined single limit for each occurrence or Four Million
19 Dollars (\$4,000,000.00) General Aggregate for bodily injury, personal injury and property
20 damage. The Indemnified Parties shall be covered as insureds in respect to liability arising
21 out of activities performed by or on behalf of the Contractor and coverage shall be in a form
22 acceptable to the Risk Manager of the City ("Risk Manager").

23 B. Automobile Liability in an amount not less than Five Hundred
24 Thousand Dollars (\$500,000.00) combined single limit per accident for bodily injury and
25 property damage covering owned, non-owned and hired vehicles.

26 C. Workers' Compensation as required by the Labor Code of the State of
27 California and Employers' Liability Insurance with limits of one Million Dollars
28 (\$1,000,000.00) per occurrence.



1 D. Accidental Medical, Death and Dismemberment Insurance for all
2 participants not entitled to workers' compensation benefits under the provisions of Section
3 3700 of the Labor Code of the State of California, unless this requirement has been waived
4 in writing by the Risk Manager. Said insurance shall have limits of not less than One
5 Hundred Thousand Dollars (\$100,000.00) Accident Medical and Twenty-Five Thousand
6 Dollars (\$25,000.00) Accidental Death and Dismemberment.

7 E. Blanket Honesty or Comprehensive Crime Bond in an amount of fifty
8 percent (50%) of sums payable under this Contract, or Twenty-Five Thousand Dollars
9 (\$25,000.00), whichever is higher, to safeguard the proper handling of funds by those
10 employee's agents or representatives of the Contractor who sign as the maker of checks
11 or drafts or in any manner authorize the disbursement or expenditure of said funds.

12 Each insurance policy shall be endorsed to provide that coverage shall not
13 be cancelled by either party, reduced in amount or in limits, except after thirty (30) days
14 prior written notice has been given to the City. All such insurance shall be primary and not
15 contributing to any other insurance or self-insurance maintained by the Indemnified Parties.

16 The insurance required hereunder shall be placed with carriers admitted to
17 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M. Best
18 Company and may be subject to such self-insurance or deductible as may be approved by
19 the Risk Manager. Any Contractors which Contractor may use in the performance of
20 services under this Contract shall be required to maintain insurance in accordance with the
21 requirements here in Section 13.

22 Contractor shall furnish the City with certificates of insurance and with original
23 endorsements affecting coverage as required above. The certificates and endorsements
24 for each insurance policy shall be signed by a person authorized by that insurer to bind
25 coverage on its behalf. Policies written on a "claims made" basis shall provide for an
26 extended reporting period of not less than One Hundred Eighty (180) days. No claims
27 made policies shall be acceptable to City unless the City Manager determines that no
28 occurrence policy is available in the market for the particular risk being insured. Any



1 modification or waiver of the insurance requirements contained in this Contract shall only
2 be made with the written approval of the Risk Manager in accordance with established city
3 policy.

4 14. DRUG-FREE WORKPLACE. Contractor shall comply with
5 Government Code Sections 8350 et seq. and 29 CFR Part 98, in matters relating to
6 providing a drug-free workplace including, but not limited to, the following:

7 A. Publishing a statement notifying employees that unlawful
8 manufacture, distribution, dispensation, possession, or use of a controlled
9 substance is prohibited and specifying actions to be taken against employees for
10 violations, as required by Government Code Section 8355(a).

11 B. Establishing a Drug-Free Awareness Program as required by
12 Government Code Section 8355(b), to inform employees about all of the following:

- 13 i. The dangers of drug abuse in the workplace,
14 ii. The person's or organization's policy of maintaining a
15 drug-free workplace;
16 iii. Any available counseling, rehabilitation and employee
17 assistance programs, and
18 iv. Penalties that may be imposed upon employees for drug
19 abuse violations.

20 C. Ensuring that every employee who provides services under this
21 Contract:

- 22 i. Will receive a copy of Contractor's drug-free policy
23 statement, and
24 ii. Will agree to abide by the terms of Contractor's
25 statement as a condition of employment on this Contract:

26 D. Payments due Contractor may be subject to suspension or
27 termination for failure to carry out the requirements of Government Code Sections
28 8350 et seq. and 29 CFR Part 98, Debarment and Suspension; Drug Free

1 Workplace. As provided in Government Code Section 8357, the City shall not be
2 required to ensure that Contractor provides a drug-free workplace.

3 15. NONDISCRIMINATION.

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

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

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

28 A. During the performance of this Agreement, the Contractor



1 certifies and represents that the Contractor will comply with the EBO. The
2 Contractor agrees to post the following statement in conspicuous places at its place
3 of business available to employees and applicants for employment:

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

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

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

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

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

23 17. CONFIDENTIALITY.

24 A. Contractor shall keep confidential all financial, operations, and
25 performance records relating to its performance of this Contract ("Data") and shall
26 not disclosed the Data or use the Data directly or indirectly other than in the course
27 of services provided hereunder. The obligation of confidentiality shall continue
28 following expiration or earlier termination of this Contract. In addition, Contractor

Handwritten signature in blue ink and initials 'B83' in black ink.

1 shall keep confidential all information, whether written or oral, or visual, obtained by
2 any means whatsoever in the course of Contractor's performance hereunder for the
3 same period of time. Contactor shall not disclose Data to any third party, nor use it
4 for Contractor's own benefit or the benefit of others without first obtaining the prior
5 written authorization and consent of the City.

6 B. All Data and other information, in whatever form or medium,
7 compiled or prepared by Contractor in performing its services or furnished to
8 Contractor by City shall be the property of City and City shall have the unrestricted
9 right to use or disseminate same without payment of further compensation to
10 Contractor. Copies of Contractor's work product may be retained by Contractor for
11 its own records.

12 18. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
13 breach of confidentiality with respect to Data that:

14 A. Contractor demonstrates Contractor knew prior to the time City
15 disclosed it; or

16 B. Is or becomes publicly available without breach of this Contract
17 by Contractor; or

18 C. A third party who has a right to disclose such information does
19 so to Contractor without restrictions on further disclosure; or

20 D. Must be disclosed pursuant to subpoena, court order, state or
21 federal WIA rules and regulations, federal Department of Labor rules and
22 regulations, or the rules and regulations of any other governmental agency having
23 jurisdiction over WIA administration.

24 19. NOTICES. Any notice or approval required by this Agreement shall
25 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
26 postage prepaid, addressed to Consultant at the address first stated above, and to the City
27 at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a
28 copy to the City Engineer at the same address. Notice of change of address shall be given

1 in the same manner as stated for other notices. Notice shall be deemed given on the date
2 deposited in the mail or on the date personal delivery is made, whichever occurs first.

3 20. CONTRACT ADMINISTRATION. The City Manager, or designee, is
4 authorized and directed, for and on behalf of the City, to administer this Contract and all
5 related matters, and any decision of the City Manager, or his designee, in connection
6 herewith shall be final.

7 21. CORPORATE STATUS. If the Contractor is a corporation, Contractor
8 shall, as a condition precedent to the effectiveness of this Contract, submit to City proof of
9 good standing of the corporate status.

10 22. ENTIRE AGREEMENT. This document fully expresses all
11 understandings of the parties concerning all matters covered and shall constitute the total
12 Agreement. Except for the adjustments of Exhibit "B" as provided in Section 5 hereof, no
13 addition to or alteration of the terms of this Contract whether by written or oral
14 understanding of the parties, their officers, agents or employees shall be valid unless made
15 in writing and formally adopted in the same manner as this Contract.

16 23. CAPTIONS AND ORGANIZATION. The various headings and
17 numbers herein and the grouping of the provisions of this Contract into separate Sections,
18 paragraphs and clauses are for the purpose of convenience only and shall not be
19 considered a part hereof, and shall have no effect on the construction or interpretation of
20 any part of this contract.

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

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

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25. AUTHORIZATION TO EXECUTE. Contractor warrants and affirms to City that any and all persons signing this Contract are authorized and empowered to so sign and that the execution of this Contract by such person or persons does bind Contractor to all terms, covenants and conditions of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

BLUEDROP LEARNING NETWORK INC.,
a for-profit corporation

February 5, 2016

By [Signature]
Name John Moras
Title Chief Operating Officer

February 5, 2016

By B.E. Beckett
Name B. E. BECKETT
Title Chief Financial Officer

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Feb 16, 2016

By [Signature]
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

"City" Assistant City Manager

This Contract is approved as to form on Feb. 11, 2016.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT A

**OFFICE OF ECONOMIC ADJUSTMENT
DEPARTMENT OF DEFENSE**

**GRANT AGREEMENT
FOR
CITY OF LONG BEACH (DIA)**

I. NOTICE OF AWARD

This Agreement is between the City of Long Beach, California, the Grantee, and Department of Defense, through the Office of Economic Adjustment (OEA), the Grantor. The Grantee will undertake community economic adjustment activities as described in the Application for Federal Assistance, dated August 28, 2015, at the estimated cost of \$4,441,684, consisting of \$3,995,609 from the Grantor and \$446,075 from non-Grantor sources. By signing this agreement, the authorized organizational representative assures that the recipient will carry out the project/program described in its application and will comply with the terms and conditions and other requirements as specified below, of this award. The application for assistance, and the following terms and conditions and other requirements are incorporated in this award by reference with the same force and effect as if they were given in full text.

II. GRANTEE INFORMATION

- A. Grantee Name: City of Long Beach
- B. Grantee Address: 333 West Ocean Boulevard, Floor 13
Long Beach, CA 90802-4681
- C. Grantee DUNS Number: 557398141

III. GRANT AWARD DATA

- A. Project Title: City of Long Beach (DIA)
- B. Federal Award Identification Number (FAIN): HQ00051510052
- C. OEA Award Number: CR1517-15-01
- D. Project Period: June 1, 2015 – September 30, 2016
- E. Statutory authority for Grant: 10 U.S. Code § 2391
- F. This award is not for Research and Development, and is made under Catalog of Federal Domestic Assistance (CFDA) number 12.611, Community Economic Adjustment Assistance for Reductions in Defense Industry Employment.

IV. COMPLIANCE BY THE GRANTEE

The Grantee's actions under this Grant shall comply with the terms and conditions of this agreement, and all applicable Federal, State, interstate and local laws and regulations. This award is governed by the guidance in 2 Code of Federal Regulations (CFR) Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as modified and supplemented by the Department of Defense's (DoD) interim implementation found at 2 CFR Part 1103, "Interim Grants and Cooperative Agreements Implementation of Guidance in 2 CFR Part 200" (79 Federal Register 76047, December 19, 2014), all of which are incorporated herein by reference, and OEA's Terms and Conditions as stated in this award. All applicable Federal statutes and regulations are posted on OEA's website at www.oea.gov. OEA may suspend or terminate this Agreement in whole, or in part, if the Grantee materially fails to comply with any term or condition of this Agreement. The Grantee shall not incur new obligations for the terminated portions after receiving notice of the termination, and shall cancel as many outstanding obligations as possible. Additional enforcement remedies for non-compliance and termination provisions, in 2 CFR Part 200 apply to this award. The decision of the Grantor in interpreting the Terms and Conditions of this Agreement shall be final.

V. OEA GENERAL TERMS AND CONDITIONS

A. The scope of work contained in any solicitation and/or request for proposals must be reviewed and approved by OEA prior to issuance.

B. Personnel

(1) The Grantor must approve or disapprove the selection of key personnel as identified in the application and/or this Agreement. Any new hires or changes in key personnel require prior written approval from the Grantor. Resumes, in sufficient detail to reveal the experience, education, and other general and specific qualifications for the position, must be submitted to the Grantor for its consent prior to approval of a candidate.

(2) The Grantee agrees to comply with the requirements regarding support of salaries and wages in 2 CFR Part 200.430, "Compensation-personal services."

C. Prior Written Approval

The purpose and scope of this award is to undertake community economic adjustment activities as specified in the grant application. Any changes in the project/program described in the application to include those identified below require prior written approval from OEA in the form of an amendment request:

(1) Changes in the specific activities described in the application.

- (2) Changes in key personnel as specified in the application and/or this agreement.
- (3) Changes in the scope of work contained in any solicitation and/or request for proposals.
- (4) Need for additional Federal funds or changes in the non-Federal match.
- (5) Budget reallocations that exceed 10 percent of the total budget among approved direct cost categories or are transferred to new budget line items.
- (6) Changes in indirect cost rates or recertification of expired indirect cost rates during the project period unless otherwise specified in this grant agreement.
- (7) Requests to purchase equipment (including software) with an estimated acquisition cost of more than \$5,000.
- (8) Requests to use Federal and/or non-Federal match funds for food and/or beverages in conjunction with meeting costs.

D. Grant Payments

- (1) A Standard Form (SF) 270, "Request for Advance or Reimbursement," shall be submitted when requesting funds. The first request for payment may be submitted electronically once you have signed the Grant Agreement.
- (2) All financial information on the SF 270 shall be shown as: Column (a)--Salaries and Benefits; Column (b)--Operating Expenses; Column (c)--Contracts.
- (3) Grant payments will be made by electronic funds transfer.
- (4) Grant funds for contractual services will be disbursed on a reimbursement basis only. Advances of up to 30 days may be requested for operational support. When Grant payments are cash advances, the amount requested will be limited to that actually required.
- (5) Grantee's payments to contractors/consultants shall be contingent upon the Grantee's acceptance of deliverables.
- (6) Requests for Federal funds (SF 270's) for final payment of consultant/contractor deliverables should be submitted to the Grantor after Grantee's acceptance of the deliverables.

E. Advance Payments

(1) Any Grant funds advanced or paid and not needed for approved grant purposes shall be reported immediately to the Grantor. Grantees are to submit payments, including refunds or reimbursements, directly to the Grantor's Fiscal Agent, the Defense Finance and Accounting Service (DFAS) Cleveland through one of the following methods:

(a) Via ACH with the following information:

Bank Name: Credit Gateway

RTN: 051036706

A/C: 220031

(b) Via Wire with the following information:

Bank Name: US Treasury

City: New York, NY

Country: USA

RTN: 021030004

Swift: FRNYUS33FX1

Account Name: DFAS-Cleveland

Account Number: 00008522

(2) The Grantor will not accept any paper checks or returned funds directly.

F. Grantee Contributions

Contributions to this project by non-Grantor sources are expected to be paid out at the same general rate as Grant funds.

G. Separate Bank/Fund Accounts

(1) The Grantee is not required to establish a separate bank account but may do so. The Grantee, however, must maintain accounting records to adequately identify the source and application of Grant funds. Other considerations, such as Federal Deposit Insurance Corporation coverage, shall be in accordance with the provisions of 2 CFR Part 200.

(2) Interest earned on Grant funds shall be reported to the Grantor and used to reduce the Federal share of this Grant. The Grantee may retain interest on any Grant funds not to exceed \$500 per year for administrative expenses. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of

the payee and nature of payment in the memo area (often referred to as "addenda records" by financial institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF, or another Federal Agency payment system. The remittance must be submitted as follows:

- (a) For ACH Returns:
Routing Number: 051036706
Account number: 303000
Bank Name and Location: Credit Gateway—ACH Receiver
St. Paul, MN

- (b) For Fedwire Returns*:
Routing Number: 021030004
Account number: 75010501
Bank Name and Location: Federal Reserve Bank Treas
NYC/Funds Transfer Division New York, NY
(*Please note organization initiating payment is likely to incur
a charge from your financial institution for this type of
payment)

H. Reimbursement for Travel

Reimbursement for travel (transportation, food, and lodging) in the performance of Grant activities shall be consistent with those normally allowed in like circumstances in the non-Federally sponsored activities of the Grantee. Grantees may follow their own established rate but any travel allowance policies in excess of Federal limits must receive prior approval from the Grantor.

I. Use of Consultants/Contractors

- (1) Procurement of consultant or contractor services shall be in accordance with all standards and procedures set forth in 2 CFR Part 200. The following terms are intended merely to highlight some of these standards and are, therefore, not inclusive.

- (2) All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition.

- (3) Formal advertising, with adequate purchase description, sealed bids, and public openings, shall not be required for small purchase procurements that are less than the simplified acquisition threshold, currently set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 in accordance with 41 U.S.C.

1908 as \$150,000 unless otherwise required by State or local law or regulation. If small purchase procedures are used, price or rate quotations shall be obtained. Micro-purchases of supplies or services, the aggregate amount of which does not exceed the micro-purchase threshold currently set by the Federal Acquisition Regulation at \$3,000 may be used in order to expedite the completion of lowest-dollar small purchase transactions.

- (4) The Grantee shall maintain a code or standards of conduct which shall govern the performance of its officers, employees, or agents in contracting with and expending Federal Grant funds. Grantee's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from a contractor or potential contractors. To the extent permissible by State or local law, rules, or regulations, such standards shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by the Grantee's officers, employees, or agents, or by contractors.
- (5) The Grantee shall ensure that every consultant and every contractor it employs under the Grant complies with the terms of this Agreement as though the consultant or contractor were a party to this Agreement.
- (6) The Grantee is the responsible authority, without recourse to the Grantor, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of the Grant.

J. Contractor Deliverables

- (1) A disclaimer statement will appear on the title page of any study prepared under this Grant. It will read:

“This study was prepared under contract with the City of Long Beach, California, with financial support from the Office of Economic Adjustment, Department of Defense. The content reflects the views of the City of Long Beach, and does not necessarily reflect the views of the Office of Economic Adjustment.”
- (2) The contractor identification will appear on the title page of the study funded by this grant.
- (3) Any final study shall be submitted electronically. The document will be dated the month and year that it is submitted to the Grantor.

K. Post-Award Monitoring

(1) Grantee Reporting

- (a) The Grantee shall provide interim performance reports and a final performance report. The performance reports will contain information on the following:
 - (i) A comparison of actual accomplishments to the objectives established for the period.
 - (ii) The reasons for slippage if established objectives were not met.
 - (iii) Additional pertinent information when appropriate.
 - (iv) An accounting, by the budget line items approved for this project, of expenses incurred during the reporting period, including the amount of Grant funds on hand at the beginning and end, and non-Grantor share of contributions over the term.
 - (v) The final performance report must contain a summary of activities for the entire Grant period. All required deliverables should be submitted with the final performance report.
- (b) The final SF 425, "Federal Financial Report," shall be submitted to the Grantor within 90 days after the end date of the Grant. Any Grant funds actually advanced and not needed for Grant purposes shall be reported immediately to the Grantor and returned to the Grantor's Fiscal Agent in accordance with the guidance provided in Section V.E. of this Agreement.
- (c) The enclosed "Schedule of Reports" provides reporting periods and dates due for this award.

- (2) The Grantor reserves the right to conduct on-site reviews and/or off-site desk reviews to confirm compliance with programmatic and administrative terms and conditions.

L. Activities Prohibited

- (1) Duplication of Work: The purpose and scope of work for which this Agreement is made shall not duplicate programs for which moneys have been received, are committed, or are applied for from other sources, public or private. Upon request of the Grantor, the Grantee shall submit full information about related programs that will be initiated within the Grant period.

- (2) Other Funding Sources: Grantor's funds budgeted or granted for this program shall not be used to replace any financial support previously provided or assured from any other source.
- (3) Funds for Attorney/Consultant Fees: The Grantee hereby agrees that no funds made available from this Grant shall be used, directly or indirectly, for paying attorneys' or consultants' fees in connection with securing grants or other services provided by the Grantor, for example, preparing the application for this assistance. However, attorneys' and consultants' fees incurred for meeting this Agreement's requirements may be eligible project costs and may be paid out of funds made available from this Agreement provided such costs are otherwise eligible.
- (4) The Grantee is prohibited from using funds provided from this Grant or personnel employed in the administration of this program for political activities, sectarian or religious activities, lobbying, political patronage, or nepotism activities.
- (5) Grant funds may not be used for marketing or entertainment expenses.
- (6) Grant funds may not be used for capital assets, such as the purchase of vehicles, improvements and renovation of space, and repair and maintenance of privately owned vehicles.

M. Audits

- (1) The Grantee agrees to comply with audit requirements as specified in 2 CFR Part 200.
- (2) The Grantee shall ensure audits are properly performed, and furnish the required data collection forms and audit reporting packages to the Federal Audit Clearinghouse (FAC). The Grantee shall upload audit reports into the FAC through the Internet Data Entry System (IDES) at <https://harvester.census.gov/fac/collect/ddeindex.html#>.
- (3) The Grantee shall provide any audit with findings related to this award, with copies of the reporting package (including corrective action plans), management letters issued by an auditor, and audit working papers, to the Grantor.
- (4) The Grantor will seek to issue a management decision to the Grantee within six months of receipt of an audit report with findings, and the Grantee shall take timely and corrective action to comply with the management decision.
- (5) The Grantor reserves the right to conduct an independent follow-up audit.

N. Requirement to Post an Abstract

Pursuant to the requirements of Section 8123 of the Department of Defense Appropriations Act, 2015, the Grantee is hereby informed that the Office of Economic Adjustment is required to post a publicly releasable abstract statement that describes the project or program supported by this Grant, in terms that the public can understand, to a Department of Defense website. By signing this award agreement, the Grantee accepts this requirement and confirms OEA may publicly release and post an abstract obtained from the Grantee's grant application to a Department of Defense website.

VI. NATIONAL POLICY REQUIREMENTS

A. Debarment and Suspension

The Grantee agrees to comply with 2 CFR Parts 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," and 1125, "Department of Defense Non-procurement Debarment and Suspension." The Grantee also agrees to communicate the requirement to comply with Parts 180 and 1125 to entities and persons at the next lower tier with whom the recipient enters into transactions that are "covered transactions" under Parts 180 and 1125.

B. Drug-Free Workplace

The Grantee agrees to comply with Subpart B, "Requirements for Recipients Other Than Individuals," of 32 CFR Part 26, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)."

C. Hatch Act

The Grantee is advised that its employees may be subject to the Hatch Act (5 U.S.C. § 1501-1508). If doubt exists in particular cases, the Grantee should seek legal counsel.

D. Universal Identifier Requirements and Central Contractor Registration

The Grantee agrees to comply with the requirements of 2 CFR Part 25, as amended, "Universal Identifier and Central Contractor Registration." The System for Award Management (SAM) has replaced the CCR system.

E. Trafficking Victims Protection Act of 2000

The Grantee agrees to comply with the requirements of 2 CFR Part 175, "Award Term for Trafficking in Persons."

F. Reporting Sub-award and Executive Compensation Information

The Grantee agrees to comply with the requirements of 2 CFR Part 170, "Reporting Sub-award and Executive Compensation Information."

G. Restrictions on Lobbying

The Grantee agrees to comply with the requirements of 31 U.S.C. § 1352, "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions." Appropriated funds cannot be used to pay any person to influence or attempt to influence employees of any agency or Congress.

H. Links to the requirements referenced above as well as the full listing of all National Policy Requirements are provided on the OEA website at www.oea.gov.

I. Prohibition on Using Funds under Grants and Cooperative Agreements with Entities that Require Certain Internal Confidentiality Agreements

- (1) The Grantee may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (2) The Grantee must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph I.(a) of this award provision are no longer in effect.
- (3) The prohibition in paragraph I.(a) of this award provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information. If the Government determines that the Grantee is not in compliance with this award provision, it:
 - (a) Will prohibit the Grantee's use of funds under this award, in accordance with section 743 of Division E of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235) or any successor provision of law; and
 - (b) May pursue other remedies available for the Grantee's material failure to comply with award terms and conditions.

PROJECT SPECIFIC TERMS AND CONDITIONS

A. BUDGET

The approved budget for this grant award is as follows:

APPROVED BUDGET			
OBJECT CLASS CATEGORY	FEDERAL	NON-FEDERAL	TOTAL PROJECT COSTS
Personnel	\$303,820.00	\$124,876.00	\$428,696.00
Fringe Benefits	\$124,566.00	\$51,199.00	\$175,765.00
Travel	\$24,433.00	\$0	\$24,433.00
Equipment	\$0	\$0	\$0
Supplies	\$34,790.00	\$0	\$34,790.00
Contractual	\$3,489,000.00	\$270,000.00	\$3,759,000.00
Construction	\$0	\$0	\$0
Other	\$19,000.00	\$0	\$19,000.00
Total Direct Charges	\$3,995,609.00	\$446,075.00	\$4,441,684.00
Indirect Costs: ___% Base	\$0	\$0	\$0
Total Project Costs	\$3,995,609.00	\$446,075.00	\$4,441,684.00
Total Project Costs	90.0%	10.0%	100%
Program Income	\$0	\$0	\$0
Total	\$3,995,609.00	\$446,075.00	\$4,441,684.00

B. The Grantee assures that \$446,075 or 10 percent of the total project costs shall be contributed by non-Grantor sources.

C. The Grant period is from June 1, 2015, through September 30, 2016.

(1) Eligible costs incurred between June 1, 2015, and the date of this Agreement are allowable and reimbursable.

(2) Pre-award costs of \$4,645.00 are accepted for this award.

D. Business Relocation Provision

Funds provided under this award may not be used to directly identify or assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one Labor Market Area (LMA) to another if the relocation is likely to result in the loss of jobs in the LMA from which the relocation occurs.

THE TERMS OF THIS GRANT ARE AGREED TO BY:

Patrick O'Brien
Patrick J. O'Brien
Director
Office of Economic Adjustment

9/24/2015 7:52:55 PM
DATE

Nick Schultz - 9/28/2015 3:37:53 PM
Nick Schultz
Executive Director
City of Long Beach

9/28/2015 3:37:53 PM
DATE

Schedule of Reports
For
City of Long Beach (DIA)
FAIN: HQ00051510052

June 1, 2015 through September 30, 2016

<u>Interim Performance Reports</u>	<u>Due Date</u>
06/01/2015 through 12/31/2015	01/31/2016
01/01/2016 through 06/30/2016	07/30/2016
07/01/2016 through 09/30/2016	12/31/2016
 <u>Final Performance Report</u>	
06/01/2015 through 09/30/2016	12/31/2016
 <u>Final Federal Financial Report (SF 425)</u>	
06/01/2015 through 09/30/2016	12/31/2016
 <u>Deliverables</u>	
	12/31/2016



Scope of Work

Bluedrop Performance Learning, 10000th Avenue, Suite 1000, Denver, CO 80231

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Project Scope Narrative

On-Going Management and Administration

Dedicated Program Director

A dedicated resource to manage overall program timelines and deliverables and ensure that all program components meet technical and functional requirements. This includes leading courseware design and development, assisting with the implementation of the technology solution and supporting efforts to connect with employers and industry associations and encourage collaboration.

Implementation Management and Oversight

On-site consulting to elicit requirements for platform set-up and configuration. Once the initial consulting is complete, BLN's implementation specialists and business analysts will be engaged to generate the detailed functional requirements and documentation required to inform the technology solution. BLN's implementation team will oversee all aspects of the implementation process.

Marketing Efforts and Materials

Bluedrop will lead all marketing efforts and activities required to sell the Bluedrop360 WIB Product Offering to other Workforce Investment Boards throughout the US, so that both Bluedrop and Pacific Gateway can benefit from the initial investment in the product.

Bluedrop will also assist with marketing efforts required to drive adoption of the program in the local community.

Bluedrop's creative team will be available to produce marketing materials, in support of these efforts.

Public Relations

In collaboration with Pacific Gateway, Bluedrop will participate in regional and national events to promote Pacific Gateway's Workforce Development Program, in order to generate media attention and increase interest and awareness in the initiative. The goal is to position Pacific Gateway as a leading innovator and increase its ability to access national and state funding programs. The goal is also to sell the Bluedrop360 WIB offering to other Workforce Investment Boards, so that both entities can benefit from the investment in the program.

Travel

Travel to Long Beach, as required, to support design and implementation of the solution and to ensure continued alignment with major stakeholders.

Bluedrop360 Platform

Set-up and Configuration

The Bluedrop360 Platform is a Software as a Service (SaaS) enterprise-level learning management system. Bluedrop's implementation team will set up, customize, and configure the following modules (components) to form the technology solution for Phase 1 of the program:

Intelligent Intake Module

The **Intelligent Intake Module** allows users to register for PG services onsite (on a computer at the Pacific Gateway Center) or at home (on a home computer, tablet, or phone). Users will be required to enter some pre-determined information (name, SSN) and this information will be fed into the planned Case Management Module (described below). The **Intelligent Intake Module** includes the following features:

- **Decision branching:** Decision branching allows for the creation of dynamic forms. Questions can be skipped or hidden, based on the selections that users make while filling out an electronic registration form (For example, if a user indicates that she is under 16, questions related to adult services or veteran services will not be shown). Decision branching also means that user information can be collected in stages. Users who answer a few basic questions will be able to access a range of basic services. Users will have to provide additional information if they want to access deeper levels of service – but this information doesn't have to be collected up front, all at once.
- **Workflows:** These workflows will guide users through the system and link them to online and in-person PG services. These workflows are intended to reduce line ups and wait times, and increase the number of people who can be served.

The **Intelligent Intake Module** will help expedite and automate the registration process, and will thus help Pacific Gateway to reduce customer congestion and provide a better quality of customer service to job seekers.

Queuing Module

The **Queuing Module** will replace the Google Spreadsheet that Pacific Gateway currently uses to capture and manage request from job seekers. The module will include workflow functionality that will allow requests to be routed to the right person.

The **Queuing Module's** functionality will address the following "asks", which were identified during Pacific Gateway's design sessions:

- Customers can upload a resume to PG and receive feedback, within 24 hours
- Customers can submit a video interview sample, and receive feedback

These sessions were conducted in August by Erick and his team and attended by Bluedrop's implementation consultant.

The module will provide a mechanism for submitting these artefacts and others, and route them to the appropriate personnel, and managing the associated workflows. Pacific Gateway staff will be able to log into the **Queuing Module** to track tasks and take on requests that relate to their job function. Pacific Gateway management can use the **Queuing Module** to get a high-level view of all requests in real time (volume of requests, nature of requests, etc.)

Case Management Module

The **Case Management Module** is intended to replace the local VOS. It will capture information on the services delivered to users. Services completed online (online courses, the online orientation, etc.) will be tracked automatically and completion data will be stored in the 360 platform's **Learning Record Store** (described below). Staff will be able to manually input information about in-person services.

The **Case Management Module** will allow case managers to complete the following tasks:

1. Log into the system with a unique ID, record their interactions with clients, and track services they have provided.
2. Allow case managers to review past client activity.
3. Allow case managers to assign online courses, and/or other activities to clients.
4. Allow case managers to access and review the assets (resumes, cover letters, mock interviews) that clients have uploaded to the platform.
5. Send email reminders to clients (to remind them of activities they have been asked to complete, etc.).
6. Allow PG staff to export demographic data and generate custom reports.

Learning Management Module

The **Learning Management Module** will facilitate the delivery on online, self-serve courses to job seekers. The **Learning Management Module** will:

- Allow users to access online courses (job search courses, Pacific Gateway online orientation, workplace productivity courses, and custom courses)
- Track course completion
- Track quiz scores, where applicable, and provide certificates of completion
- Allow for content bookmarking (so that users can come back to a spot in a course)
- Allow content to be sequenced and delivered in set learning paths (whereby courses are delivered in a pre-determined order)

As the vehicle for delivering online, self-serve content, the **Learning Management Module** is integral to scaling and diversifying basic services, and reaching a broader user base in the community. Therefore, it is integral to achieving the goal of reaching and helping 50,000 job seekers annually. At a later phase, the **Learning Management Module** can allow content to be sequenced and delivered as part of a career pathway.

Event Scheduling Module

The **Event Scheduling Module** will allow Pacific Gateway to create events, such as in-person workshops and job fairs, in the platform. Once events have been created, users can register for them online.

The **Event Scheduling Module** will manage seat availability, send out automated event reminders to job seekers, and generate class lists. It will also allow PG staff to input attendance in real time — using a computer, tablet, or phone. As such, it will create efficiencies around workshop/event scheduling and management, and eliminate the need for the Workshop Calendar (which is a Google Calendar) that currently appears on the Pacific Gateway website.

The Employer Module

The **Employer Module** is a separate portal that will allow Long Beach employers to log into the platform and assign training to their staff, courtesy of Pacific Gateway. Up to 200 employers can be on-boarded to the platform through the portal. Each of the 200 employers can provide unlimited access to their employees.

The **Employer Module** is the vehicle for delivering online courses (localized workplace productivity courses, and custom courseware) to incumbent workers. It is intended to strengthen the value that Pacific Gateway brings to employers.

The Learning Record Store (LRS) and Integration Module

The **LRS and Integration Module** provides a consolidated database structure where all user data is collected, organized, and stored. The **LRS** can integrate with other systems and applications so that data can be imported and exported to meet Pacific Gateway's business requirements. An example of this data collection and integration would be where users' SSN are stored against their activities so that when each user has reached a state of enrollment, the LRS could be used to pass the user record back to CalJobs.

However, successful integration with CalJobs is dependent on the following factors, which are outside of BLN's control:

1. CalJobs needs to provide a suitable API
2. The State of California needs to grant permission for Pacific Gateway to pass data from the Bluedrop system to CalJobs

Perpetual Platform Licensing

To acknowledge Pacific Gateway's role as a development partner for the Bluedrop360 WIB Product Offering, Bluedrop will provide Pacific Gateway with a free perpetual license to the platform.

The license encompasses:

- Access for an unlimited number job seekers and PG staff
- Employer outreach and on-boarding
- Access for 200 Long Beach employers and their employees
- Reporting

As well, Bluedrop will provide queue management functionality to replace the Google Spreadsheet that is currently used for this purpose, plus case management functionality to replace the functionality currently provided by the VOS system.

Application Hosting

During the OEA funding period, Bluedrop will provide application hosting as part of the licensing agreement. Once the OEA funding period comes to an end, hosting Bluedrop will provide application hosting and end-user support for a preferred annual rate of \$30,000 USD/annum.

Enhanced User Support

During the OEA funding period, Enhanced User Support will be provided by Bluedrop's Customer Success Team. The training and support provided by the Customer Success Team plays a strong role in ensuring successful program adoption. During program roll-out, this team will provide face-to-face and virtual (web-based) training sessions for Pacific Gateway staff. Post-roll-out, the Customer Success Team will provide on-going support to PG staff, as they become accustomed to the platform functionality.

Reporting

The Bluedrop360 Platform has core reporting functionality that will allow Pacific Gateway administrators (i.e., staff who have been granted administrative rights) the ability to export data and generate reports. During Phase 1 of the program, Bluedrop will work with Pacific Gateway's MIS team to determine reporting requirements. These requirements will inform the development and configuration of custom reporting templates. Bluedrop will also assist with data extraction to support urgent reporting needs.

Additionally, Bluedrop will provide training and support to ensure that Pacific Gateway's MIS team can access data and generate reports on an as-needed basis. This support will be provided by Bluedrop's Director of Community Management.

Localization of Job Search Success Program

Bluedrop will localize, modify, and update its existing Job Search Success Program. This program consists of 12 hours of eLearning courseware. The courseware will be updated to ensure visual and stylistic alignment with the Workplace Productivity Certificate Program, which is also being localized for Pacific Gateway.

As part of the localization process, Bluedrop will integrate locally-filmed video testimonials and sound bites. These multi-media elements will be used to capture and portray the perspective of local employers, Pacific Gateway Career Counsellors, and job seekers.

The program consists of the following courses (by Category):

Resume and Cover Letter Writing

- How to Write a Resume
- How to Write a Cover Letter
- Tailoring Your Resume
- Resume Writing Dilemmas
- Highlighting Your Hidden Skills

Job Interviews

- Preparing for an Interview
- Practicing for an Interview
- What Should You Expect?
- Make a Good First Impression
- Answering Tough Questions
- How Do You Look/Sound Confident?
- What Do You Do After an Interview?

Job Search

- Manage Your Job Search
- Different Job Search Methods
- Online Job Search
- Social Networking for Job Search

Career Planning

- Intro to Career Planning
- Knowing Yourself

- Exploring What's Out There
- Making Career Decisions
- Taking Action

Once localized, these courses will be made available to job seekers and other platform users. Access to this content is provided under the terms of the perpetual licensing agreement.

Localization of Workplace Productivity Certificate Program

Bluedrop will update and localize its existing Workplace Productivity Certificate Program. This program consists 12 hours of eLearning courseware, which addresses essential transferrable skills such as time management, effective communication, customer service, and conflict management. This courseware includes a series of scored assessments, which help determine whether or not learners have met the underlying competencies. Learners have the ability to earn a Workplace Productivity Certificate provided they successfully complete all of the assessments.

List of Courses & Lessons (please note this list does not include the introduction and assessment for each course):

Communication

- It's Not Always What You Say
- Talking the Right Talk
- Are You Listening?
- Making Connections
- Write it the Right Way

Time Management & Productivity

- Take Control of Your Time
- Set & Manage Priorities (prototype)
- Be Productive, Not Busy
- Procrastination: The Enemy of Productivity
- Take Initiative
- Wellness in the Workplace

Teamwork

- Create a Shared Vision
- There Is No I in Team

- Maximize Your Role
- Collaborate Better

Dealing with Difficult People & Conflict

- Conflict as Communication
- The Personalities of Conflict
- Managing Anger
- Changing Yourself - From Following to Leading
- Personal Conflict Resolution: De-stressing Techniques

Problem Solving

- What's the Problem?
- Solve the Problem!

Working with Numbers

- Measuring
- Estimating
- Data
- Money Matters

Project Management

- Getting and Keeping Control
- Communicating Clearly
- Estimating Accurately
- Staying on Track
- Accounting for Risk
- Don't Forget to Document

Customer Service

- Setting a Positive Tone
- Listen Actively
- Be Empathetic
- Set Expectations
- Delight
- Follow Up

Basic Computer Literacy

- Hardware and Software – Your Workplace Tools
- Keyboarding Efficiency
- The Art of Organization
- Email Excellence
- What is Online?
- Etiquette and Good Habits

As part of the localization process, Bluedrop will integrate locally-filmed video testimonials and sound bites. These multi-media elements will be used to capture and portray the perspective of local employers, Pacific Gateway Career Counsellors, and job seekers. Once localized, these courses will be made available to job seekers. These courses will also be made available to employers to assist with incumbent worker training. Access to this content is provided under the terms of the perpetual licensing agreement.

Development of Custom Content

During Phase 1 of the program, Bluedrop will develop 15 hours of custom eLearning to support Pacific Gateway's goals, priorities, and business requirements.

A tentative list of topics has been developed, but further discussion is required, and the proposed seat times need to be validated:

- Pacific Gateway Orientation (10-15 minutes)
- Healthcare Sector Overview (20-30 minutes)
- Retail/Hospitality Sector Overview (20-30 minutes)
- Logistics Sector Overview (20-30 minutes)
- Manufacturing Sector Overview (20-30 minutes)
- Construction Sector Overview (20-30 minutes)
- Learn to Learn (30 minutes)
- Financial Literacy (30 minutes)
- Additional Interview Courses (1 hour, broken down into 4-5 courses)
- Digital Literacy/Fluency (2 hours, broken down into separate courses that address topics like using search engines effectively, gauging credibility of websites, security issues, etc.)
- Basic Supervisory Skills (3 hours - to assist with incumbent worker training/employer engagement efforts. This content may also help job seekers)
- Basic Literacy and Math (4-5 hours - to help job seekers prepare for the CASAS test, which is a mandatory requirement for training with PG)

Bluedrop will develop videos, sound bites, and other multi-media elements to support this content. This content will be made available to job seekers and incumbent workers. Access to this content is provided under the terms of the perpetual licensing agreement.

Subject Matter Expertise

Bluedrop engages external Subject Matter Experts (SMEs) to assist with design, development, and localization of its eLearning courses. This is intended to ensure that Bluedrop builds high-quality, validated courseware that delivers value to end-users and stakeholders.

Bluedrop's engagement of SMEs is based on established best practices for eLearning design and development.

Video Production

To augment the quality of new and existing courseware, and to provide an additional element of localization, Bluedrop will develop video testimonials. The testimonials will capture and portray the perspective of local employers, employees, and Pacific Gateway Career Counsellors. The videos will be incorporated into the localized and custom courseware. The videos will also be available for use as marketing material. Copies of the video will be provided to Pacific Gateway so that they can use them to support deliver of in-person workshops, etc.

	High-level Deliverables	Original Amount for Phase 1	Adjusted Amount for Phase 1
Learning Platform	Technology Set-up (one time fee)	\$250,000.00	\$50,000.00
	Perpetual Licensing to Bluedrop360 WIB Product Offering	\$140,625.00	\$138,875.00
	Employer Outreach - set-up, support, and manage access for 200 employers to facilitate incumbent worker training	\$250,000.00	\$75,000.00
	Enhanced user support for all users (job seekers, PG staff, employers)	\$125,000.00	\$50,000.00
	Reporting	\$31,250.00	\$15,000.00
	Totals for Platform NOTE: Bluedrop has applied the 10% discount applied to Platform Fees	\$796,875.00	\$328,875.00
Courseware	Localized Job Search Courses	\$300,000.00	\$300,000.00
	Localized Workplace Productivity Courses	\$400,000.00	\$400,000.00
	Custom Courseware (Technical Skills, and Other Topics)	\$504,545.00	\$504,545.00
	Subject Matter Experts	\$95,455.00	\$95,455.00
	Video Production - to support localized and custom content	\$100,000.00	\$100,000.00
	Totals for Courseware	\$1,400,000.00	\$1,400,000.00
Consulting and Other Costs	Dedicated Program Management	\$93,750.00	\$93,750.00
	Implementation Management	\$93,750.00	\$93,750.00
	Social Media/Marketing	\$46,875.00	\$46,875.00
	Public Relations	\$46,875.00	\$46,875.00
	Travel	\$21,875.00	\$21,875.00
	Totals for Consulting and Other Costs	\$303,125.00	\$303,125.00
TOTAL with 10% Discount Applied		\$2,500,000.00	\$2,032,000.00

Exhibit "C"

WHEREAS

- A. The Contractor and the City are parties to a Memorandum of Understanding dated January 16, 2016 ("MOU") which sets forth the basis of their agreement on the high level contractual and commercial terms including the Bluedrop 360Platform, support/hosting and royalties. A copy of the MOU is attached to this Exhibit C as Schedule 1; and
- C. The Contractor and the City wish to supplement the MOU and incorporate its provisions as legally binding and enforceable provisions of the Contract.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

Article 1.

INTERPRETATION

- 1.1. In this Exhibit C, unless there is something in the subject matter or context inconsistent therewith, the following capitalized terms and expressions will have the following meanings.

"**Bluedrop 360Platform**" means the Bluedrop 360Platform as detailed and described in the Scope of Work.

"**Contract**" means the Contract between the City and the Contractor dated [] together with Exhibit A, Exhibit B, this Exhibit C and all Schedules to any of the foregoing.

"**Custom Courseware**" means the 15 hours of custom courseware to be designed and developed by the Contractor to support the City's goals, priorities and business requirements, as detailed and described in the MOU.

"**Deliverables**" means the On-going Management and Administration, the Bluedrop 360Platform, the Localization of Job Search Courseware, the Localization of Workplace Productivity Certificate Program, the Development of Custom Content, the Subject Matter Expertise and the Video Production as detailed and described in the MOU.

"**Documentation**" means all materials, whether in printed form or on other media, drawings, blueprints, designs, patterns, flow charts, scripts, specifications, sketches and formulas in print, electronic or any other format, relating to the Deliverables.

"**Governmental Authority**" means (i) any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including, without limitation, any district, agency, commission, board, arbitration panel or authority and any subdivision of the foregoing exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature in Canada, the United States of America and any other jurisdiction worldwide, as applicable; or (ii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

"**Intellectual Property**" means anything that is or may be protected by an Intellectual Property Right such as, but not limited to works (including computer programs), performances,

discoveries, inventions, trade-marks (including trade names and service marks), trade secrets, industrial designs, confidential information integrated circuit topographies.

“Intellectual Property Right” means (i) any right that is or may be granted to, or recognized for the benefit of, any Person under any legislation in Canada, the United States of America or, as applicable, any other jurisdiction worldwide regarding patents, copyright and any copyrightable subject matter (including moral rights), trade-marks, trade names, service marks, confidential information or trade secrets, industrial or, as applicable, patent designs, integrated circuit topography rights and any other statutory provision or common or civil law principle regarding intellectual property, whether registered or unregistered, and including rights in any and all applications, registrations, re-issues, divisionals, continuations, continuations-in-part, renewals, re-examinations relating to the foregoing, and (ii) any rights in and to licenses and sub-licenses from third parties relating to the foregoing.

“Job Search Courseware” means the existing job search courseware of the Contractor updated and modified to meet the local market requirements of the City, and as more particularly described and depicted in the Scope of Work and the MOU.

“Law” or **“Laws”** means all laws, statutes, codes, ordinances, decrees, rules, regulations, bylaws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, and the term "applicable" with respect to such Laws and in that context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their respective business, undertaking, property or securities and emanate from a Governmental Authority having jurisdiction over the Person or Persons or its or their respective business, undertaking, property or securities.

“Party” means the Contractor and the City, **“Parties”** means both of them.

“Person” means an individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative or government authority or any agency or instrumentality thereof or any other entity recognized by Law.

“Project Manager” has the meaning set forth in Section 6.2.

“Scope of Work” means Exhibit B to the Contract.

“Term” has the meaning set forth in Section 2 of the Contract, or any extension thereto.

“Territory” means the jurisdiction of the Pacific Gateway, being the Long Beach, Signal Hill and Los Angeles Harbor communities of Los Angeles County, California.

“360Platform Permitted Usage” means initial set-up configuration, access for an unlimited number of job seekers and City staff, employer outreach and on-boarding, access for 200 City employers and their employees, and associated reporting.

“Workplace Productivity Courseware” means the localization and enhancement for the City of the existing Workplace Productivity Certificate Program of the Contractor, as more particularly described and depicted in the Scope of Work and the MOU.

Capitalized terms which are not defined herein shall have the meaning given to them in the Contract.

1.2. Exhibit A, Exhibit B, Exhibit C and all Schedules attached to any of the foregoing are incorporated by reference and are deemed to be part of the Contract. In the event of any conflict or inconsistency between the terms of the Contract and the Exhibits or attachments to the Exhibits, the following order shall prevail, unless otherwise expressly indicated:

- (a) Exhibit A (ie the Prime Contract);
- (b) Contract;
- (c) Exhibit C (and all Schedules thereto); and
- (d) Exhibit B (and all Schedules thereto).

1.3. Extended Meanings.

In this Agreement:

- (a) words denoting the singular include the plural and vice versa;
- (b) the word "including" will mean "including without limitation" and the word "includes" will mean " includes without limitation";
- (c) when calculating the period of time within which or following which any act is to be done or step taken, the time shall be based on Pacific Standard Time and the date which is the reference day in calculating such period will be excluded; if the last day of such period is not a business day, the period will end on the next business day;
- (d) the division of this Exhibit C into separate articles, sections, subsections and schedules, and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Exhibit C;
- (e) words or abbreviations which have well known or trade meanings are used herein in accordance with their recognized meanings;
- (f) any reference to a statute will mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided herein; and
- (g) where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

Article 2.

INCORPORATION OF MOU

2.1. The provisions of the MOU are incorporated into this Exhibit C (and thereby the Contract) as if they were specifically set forth herein, and shall be legally binding on and enforceable against the Parties.

Article 3.

COVENANTS OF THE PARTIES

3.1. The Contractor shall provide to the City the Deliverables for the price and on the terms and conditions set forth in the Contract.

- 3.2. The City, as development partner, shall provide to the Contractor the subject matter expertise and project management support for the Deliverables as detailed and described in the MOU. Such expertise and support shall be provided in a timely manner in order to ensure all time lines for the Deliverables are met.
- 3.3. In addition to Section 3.1 and 3.2 above, the City and the Contractor shall comply with the obligations allocated to each of them as set forth in the MOU.
- 3.4. Except as expressly permitted in this Exhibit C, the City shall not (i) copy, in whole or in part, or modify, disassemble, decompress, reverse compile, reverse assemble, reverse engineer or translate the Deliverables or Documentation or any portion thereof (ii) rent, lease, lend, distribute, sell, assign, license or otherwise transfer the Deliverable or the Documentation or any portion thereof or (iii) create any derivative works.

Article 4.

BLUEDROP 360PLATFORM, JOB SEARCH COURSEWARE AND WORKPLACE PRODUCTIVITY COURSEWARE

- 4.1. The Contractor grants to the City a non-exclusive, perpetual, non-transferable, non-assignable, non-sublicensable, royalty free (except as stated in Section 4.2) license, to use the Bluedrop 360Platform in the Territory, in compliance with all applicable Laws, exclusively for the 360Platform Permitted Usage and subject to the terms and conditions as set forth in this Exhibit C. In addition, the Contractor will provide to the City copies of the Job Search Courseware and the Workplace Productivity Courseware to use within the Territory. The City agrees not to sell, lease, license or distribute the Job Search Courseware or the Workplace Productivity Courseware without the prior written consent of the Contractor.
- 4.2. In the event there is an increase in scope of the Bluedrop 360Platform beyond the 360Platform Permitted Usage after Phase 1 of funding, a perpetual licensing fee commensurate with the value the additional functionality provides will be charged by the Contractor and paid by the City. In the event the City and the Contractor cannot agree on such fee the matter may be referred by either one of them to binding commercial arbitration in accordance with the laws of California.
- 4.3. Except as provided for in Section 4.1, all right, title, and interest in and to the Bluedrop 360Platform and the Job Search Courseware and the Workplace Productivity Courseware shall be the sole and exclusive property of Contractor, including without limiting the generality of the foregoing,
 - (a) all proprietary content and Documentation;
 - (b) associated confidential information;
 - (c) any and all developed works, whether software programs, object libraries or software routines developed by the Contractor or any subcontractor or agent thereof in connection with the Contractor's performance under the Contract; and
 - (d) any Intellectual Property Rights used to implement or otherwise incorporated into the Bluedrop 360Platform, the Job Search Courseware or the Workplace Productivity Courseware.

Article 5.
CUSTOM COURSEWARE

- 5.1. The City shall own all right, title and interest in the content of the Custom Courseware, which shall be the sole and exclusive property of the City. Except for such content, all right, title and interest in the Intellectual Property Rights used to implement or otherwise incorporated into the Custom Courseware shall be owned by the Contractor.
- 5.2. The City grants to the Contractor the exclusive and perpetual, right to license, sell, transfer, lease, distribute and sublicense the content of the Custom Courseware throughout the world, outside of the Territory, in compliance with all applicable Laws, and subject to the terms and conditions as set forth in this Exhibit C, particularly the MOU and including payment of the royalties for the Custom Courseware after the initial price gap of \$264,800 USD has been recovered by the Contractor.
- 5.3. The City expressly covenants and agrees to refer to the Contractor all opportunities to sell, license, lease or distribute Custom Courseware outside the Territory.
- 5.4. The City and the Contractor retain a perpetual right to license, sell, transfer, lease, distribute and sublicense the content of the Custom Courseware within the Territory, in compliance with all applicable Laws, and subject to the terms and conditions as set forth in this Exhibit C, particularly the MOU and including payment of the royalties for the Custom Courseware after the initial price gap of \$264,880 USD has been recovered by the Contractor. If the City initiates the sale, the City will pay the Contractor the royalty. If the Contractor initiates the sale, the Contractor will pay the City the royalty (after the initial price gap has been recovered by the Contractor).

Article 6.
PROJECT MANAGEMENT

- 6.1. Each Party shall appoint a qualified employee having sufficient authority and technical qualifications to act as a liaison between the Parties in order to facilitate the relationship between the Parties and the performance of their obligations under the Contract ("**Project Manager(s)**").
- 6.2. Project Managers shall meet at regularly scheduled intervals throughout the Term to assess ongoing progress of the Deliverables and the other obligations of the Parties as set forth in the Contract. Each Party's Project manager shall have access to the other at all reasonable times during the other Party's business hours.

Article 7.
PAYMENT

- 7.1. In consideration of the completion of the Contractor's obligations, the City agrees to pay to the Contractor the amounts (and at the times) set forth in the MOU, or as otherwise mutually agreed in writing, upon completion of the milestones to which the payments relate and presentation of invoices to that effect. In addition, the City shall also pay all sales, value added and any withholding taxes on the amounts to be paid to the Contractor as set forth in the MOU.
- 7.2. Royalties payable by the Contractor to the City, and royalties payable by the City to the Contractor, shall be calculated in accordance with the MOU and paid quarterly.
- 7.3. All amounts referred to in the Contract are in US dollars and will be payable in US dollars.

Article 8.
REPRESENTATIONS & WARRANTIES

- 8.1. Each Party represents to the other Party and acknowledges the other Party's reliance upon such representations, that the Contract has been duly authorised, executed and delivered by its representative and that it has the power and authority to enter into and perform its obligations under the Contract.

Article 9.
EXCLUSIONS & LIMITATIONS OF LIABILITY

- 9.1. In any dispute between the Parties arising from the Contract, the damages that may be awarded by the Governmental Authority shall be limited to any actual damages suffered and in no event shall either Party be liable for any special, incidental, consequential, exemplary or punitive damages, or any claim for loss or profits, lost business or lost business opportunities, even if the other Party has been advised of the possibility of such damages.
- 9.2. Except as set forth in the Contract, the Contractor makes no warranty, expressed or implied, on the Deliverables, including, but not limited to, any implied warranty of merchantability, performance, accuracy, non-infringement and fitness for a particular purpose.

Article 10.
GENERAL PROVISIONS

- 10.1. The Contract shall be governed by and construed in accordance with the laws of the State of California, excluding those provisions relating to conflicts of laws and excluding the United Nations Convention on Contracts for the International Sale of Goods, if applicable.
- 10.2. If any provision of the Contract, or portion thereof, is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or portion thereof shall be severed from the Contract without affecting the validity, legality or enforceability of the remaining provisions.
- 10.3. A waiver of any provision of the Contract shall only be valid if provided in writing and shall only be applicable to the specific incident and occurrence so waived. The failure by either Party to insist upon the strict performance of the Contract, or to exercise any term hereof, shall not act as a waiver of any right, promise or term, which shall continue in full force and effect.
- 10.4. Any representation, warranty or condition, written or otherwise, not expressly contained in the Contract or in an authorised written amendment thereto shall not be enforceable by either Party. No provision of the Contract may be amended or waived except by written agreement of the parties.
- 10.5. All provisions of the Contract that expressly or by their nature are intended to survive the termination of the Contract (however caused) or the expiry of the term, including covenants, warranties and limitations shall continue as valid and enforceable rights and obligations (as the case may be) of the Parties, notwithstanding any such termination or expiry, until they are satisfied in full or by their nature expire.
- 10.6. The Contract may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together will be deemed to constitute one and the same instrument. The Party sending the facsimile transmission will also deliver the original signed counterpart to the other Party, however, failure to deliver the original signed counterpart shall not invalidate this Contract

SCHEDULE 1 – MOU

Document Purpose

This document outlines the high-level contractual and commercial terms of the agreement between Pacific Gateway Workforce Investment Network (PG WIN) and Bluedrop Learning Networks (BLN). It is intended to provide certainty around our business relationship, our mutually-accepted responsibilities, as well as the functionality, products, and services that will be provided during Phase 1 of the program. It is also intended to provide clarity around the structure of the funding model and to outline responsibilities around BLN’s contribution.

The high-level terms outlined in this document will form the basis of our main commercial agreement.

High-Level Terms

Item	Bluedrop Responsibility	Pacific Gateway Responsibility
<p>OEA Funding, Non-Federal Contribution Requirements, and Initial Term</p>	<p>Prior to January, 2016 the proposed price for Phase 1 was \$2,500,000. Based on our new understanding of the OEA funding arrangement, Phase 1 will now be structured as a fixed price contract of \$2,235,200 USD. Of this total amount, \$2,032,000 USD will come from Tranche 1 of the OEA funding, which commenced on June 1, 2015 and will continue to September 30, 2015. The remaining \$203,200 USD will come in the form of a 10% discount (10% of the approved OEA funding), which Bluedrop will provide to meet the requirements for non-federal funding contributions.</p> <p>With the discount factored in, there is a residual gap of \$264,800 USD between the initial proposed price and the revised price. To address this gap, Bluedrop requests that initial royalties from the sale of custom courseware be directed back to Bluedrop. Bluedrop will accept the risks associated with selling the content and will absorb the full amount of the remaining gap in the even that sales cannot be generated.</p> <p>Details of the proposed royalties’ arrangement are provided below.</p> <p>It is anticipated that Pacific Gateway will apply for Phase 2 funding in July of 2016; however, Phase 2 funding is not guaranteed and the value of Phase 2 funding cannot be determined until the proposal has been submitted to OEA.</p>	
<p>Development of Platform</p>	<p>Bluedrop will provide product oversight, program/project management/admin, business analysis, technical leadership and development, implementation management, and quality assurance to build, configure, and implement a workforce development learning management product (referred to</p>	<p>As development partner, Pacific Gateway’s business requirements will inform the set-up and configuration of the Bluedrop360 WIB Product Offering.</p> <p>This will necessitate commitments to provide subject matter expertise and project</p>

	from this point forward as the Bluedrop360 WIB Product Offering).	management support, as well as ongoing participation with reviews and approvals within the program timelines.
Partnership	<p>To acknowledge Pacific Gateway's role as a development partner for the Bluedrop360 WIB Product Offering, Bluedrop will provide Pacific Gateway with a free perpetual license. Details of this licensing arrangement are provided below.</p> <p>Bluedrop will lead all marketing activities required to sell the Bluedrop360 WIB Product Offering. Any new (custom) content developed during Phase 1 or Phase 2 will be owned by Pacific Gateway. However, Bluedrop will be granted exclusive rights to resell the content.</p> <p>Bluedrop will offer Pacific Gateway preferred rates on optional services such as platform hosting, user support, and customer success support, if Pacific Gateway chooses to exercise these options beyond the OEA funding envelope(s).</p>	<p>Pacific Gateway will provide support for the Bluedrop360 WIB Product Offering through participation in joint press, conferences, white papers, and other initiatives.</p> <p>Pacific Gateway and Bluedrop will work towards a broader partnership agreement that will help market the product nationally, so that both partners can benefit from the investment in the product.</p>
Product Licensing	<p>Bluedrop will provide Pacific Gateway with a free perpetual license to the Bluedrop360 WIB Product Offering. This will allow Pacific Gateway to use the final product for its local needs.</p> <p>The license for the existing product will be granted under the initial Phase 1 terms of the OEA agreement. It encompasses:</p> <ul style="list-style-type: none"> • Set-up, configuration, and implementation of the solution • Access for an unlimited number of job seekers and PG staff • Employer outreach and on-boarding 	<p>The perpetual license will cover all platform functionality implemented during Phase 1 of the program.</p> <p>Should an increase in scope of product be required (i.e. additional employer access or additional functionality) after Phase 1, an additional perpetual licensing fee will be charged commensurate with the value of the additional functionality provided.</p>

	<ul style="list-style-type: none"> • Access for 200 Long Beach employers and their employees • Reporting <p>Bluedrop will provide queue management functionality to replace the Google Spreadsheet that is currently used for this purpose, as well as case management functionality to replace the functionality currently provided by the VOS system.</p>	
<p>Support/Hosting</p>	<p>During the OEA funding period, Bluedrop will provide end user support and application hosting in accordance with our standard service level agreement (SLA), as part of the product licensing arrangement.</p> <p>After the OEA funding period, hosting and support is available at a preferred rate.</p>	<p>Beyond, the OEA period, PG can enter into an optional agreement for Bluedrop to host and support the Bluedrop360 platform. A preferred annual fee of \$30, 000 USD will be charged to cover direct costs associated with hosting, site maintenance, and support.</p> <p>If Pacific Gateway does not wish to pay the annual hosting and support fee post OEA, then Bluedrop will provide Pacific Gateway with an instance of the final product offering that they can host and operate independently. This would allow Pacific Gateway to operate the application, without on-going reliance on Bluedrop.</p> <p>However, Pacific Gateway would need to assume responsibility for all costs associated with hosting, site maintenance, and end-user support.</p>
<p>Job Search Courseware and Workplace Productivity Certificate IP Rights</p>	<p>Bluedrop will update and modify its existing Job Search Courseware (12 hours of user seat time) to meet Pacific Gateway’s local market requirements.</p> <p>Bluedrop will also localize its Workplace Productivity Certification</p>	<p>Bluedrop will provide Pacific Gateway with copies of this courseware to use within their jurisdiction in perpetuity as part of the perpetual license to the Bluedrop360 WIB Product Offering.</p>

	<p>Program (by filming and integrating videos of local employers/employees).</p> <p>Bluedrop retains intellectual property rights to all job search and workplace productivity courseware.</p>	<p>Pacific Gateway agrees not to sell or distribute this courseware without the prior written consent of Bluedrop.</p>
<p>Custom Courseware IP Rights</p>	<p>In Phase 1, Bluedrop will develop 15 hours of custom courseware that will support other Pacific Gateway requirements (i.e., the Pacific Gateway Orientation and Industry Sector Overviews). An additional 40 hours of custom courseware will be developed once Phase 2 funds have been secured.</p> <p>Bluedrop will retain an exclusive resale right for this 55 hours of custom content outside of the Pacific Gateway jurisdiction.</p> <p>In exchange for exclusive resale rights, Bluedrop will provide Pacific Gateway with any updates and enhancements completed for another client at no additional charge. The conditions surrounding royalty payments are described below.</p>	<p>Pacific Gateway will own the IP for this 55 hours of custom content. Pacific Gateway will retain a right to resell the courseware within their local area. Conditions surrounding royalty payments are described below.</p> <p>Outside of their area of operation, Pacific Gateway will refer all opportunities to sell custom courseware to Bluedrop to pursue and complete sales, and support customers.</p>
<p>Royalty Payments and Resolution of Phase 1 Funding Gap</p>	<p>As stated in the funding section of this terms sheet, there is a gap of \$264,800 USD between the proposed value of the OEA funding and the actual value of the OEA funding. Bluedrop will withhold initial royalty payments in order to address this gap. Royalty payments will be calculated at 20% of net revenues..</p> <p>Once the funding gap has been addressed, royalties will be paid to Pacific Gateway on sales of custom content. These royalties will be calculated and paid quarterly.</p>	<p>Bluedrop will withhold royalties on sales of custom content within Pacific Gateway's area of operations until the \$264,800 USD gap has been addressed.</p> <p>Once the funding gap has been addressed, the royalties will be paid to Pacific Gateway. These royalties will be calculated and paid quarterly.</p>

<p>Invoicing Terms</p>	<ol style="list-style-type: none"> 1. Consulting, Management, and Program Support: <ul style="list-style-type: none"> • Commence June 1, 2015 and paid flat monthly fee of \$20,208 USD until the end of Phase 1 on September 30, 2016 • Initial invoice will cover the period of June 1, 2015 to December 31, 2015 2. Platform Fees: <ul style="list-style-type: none"> • The total Phase 1 fee associated with the Platform (set-up and configuration, hosting, access for job seekers and PG staff, employer outreach, on-boarding, and access for employers, concierge service, reporting) is \$328,875 USD, as Bluedrop has decided to apply the entire 10% discount of \$203,200 USD to the platform component of the program. • The \$328,875 USD will be invoiced as follows: <ol style="list-style-type: none"> i. 40% invoiced on December 31st, 2015. ii. 30% invoices on March 31st, 2016. iii. Remaining 30% invoiced on May 31st, 2016. 3. Platform Support and Hosting: <ul style="list-style-type: none"> • There are no separate costs to support and host the Bluedrop360 WIB Product Offering during the OEA funding period. • Post OEA funding, a fee of \$30,000 USD will be charged for hosting and support. This amount will be invoiced annually and will be payable net 30 days. 4. Courseware Development: <ul style="list-style-type: none"> • Fixed price project percent complete billing based on milestones • Initial invoice will cover the milestones up to the date of the invoice
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Phase 1 Deliverables

Deliverable	Description
<p>On-Going Management and Administration</p>	<ul style="list-style-type: none"> • Dedicated Program Director to oversee design, development, and implementation of the consolidated workforce development program. • Implementation Manager to oversee implementation of the Bluedrop360 WIB Product Offering on the platform. • Implementation specialists and business analysts to assist with requirements elicitation and documentation (to guide the implementation process) • Marketing efforts and materials to help drive adoption of the program in the local community • Public relations and marketing efforts required to sell the Bluedrop360 WIB Product Offering nationally, to the mutual benefit of Pacific Gateway and Bluedrop

<p>Platform (i.e., Bluedrop360 WIB Product Offering)</p>	<ul style="list-style-type: none"> • Travel to Long Beach, as required, to support design and implementation of the solution • Set-up and configuration of the following functionality, which is described in detail in the Pacific Gateway Scope Addendum that was provided on December 12, 2015: <ul style="list-style-type: none"> ○ Intelligent Intake Module ○ Queuing Module ○ Case Management Module ○ Learning Management Module ○ Event Scheduling Module ○ Employer Module ○ Learning Record Store (LRS) and Integration Module • Application hosting for the duration of the OEA funding period • Enhanced user support for all users for the duration of the OEA funding period (this includes support provided by Bluedrop’s Customer Success Team, who will assist with training, on-boarding, outreach, etc., in addition to providing end-user technical support) • Reporting (configuration of reporting engine, training, and support with custom reports)
<p>Localization of Job Search Courseware</p>	<ul style="list-style-type: none"> • Localize 12 hours of existing job search courseware to ensure relevance to target audience • At Pacific Gateway’s request, modify and update the content to ensure that it is visual and stylistically aligned with the Workplace Productivity Certificate Program • Integrate videos (testimonials, interviews, etc.) to capture and portray the perspective of of local employers, Pacific Gateway Career Counsellors, and job seekers <p>List of Courses (by Category):</p> <p>Resume and Cover Letter Writing</p> <ul style="list-style-type: none"> • How to Write a Resume • How to Write a Cover Letter • Tailoring Your Resume • Resume Writing Dilemmas • Highlighting Your Hidden Skills <p>Job Interviews</p> <ul style="list-style-type: none"> • Preparing for an Interview • Practicing for an Interview • What Should You Expect? • Make a Good First Impression • Answering Tough Questions • How Do You Look/Sound Confident? • What Do You Do After an Interview? <p>Job Search</p>

	<ul style="list-style-type: none"> • Manage Your Job Search • Different Job Search Methods • Online Job Search • Social Networking for Job Search <p>Career Planning</p> <ul style="list-style-type: none"> • Intro to Career Planning • Knowing Yourself • Exploring What's Out There • Making Career Decisions • Taking Action
<p>Localization of Workplace Productivity Certificate Program</p>	<ul style="list-style-type: none"> • Localize and enhance Bluedrop's existing Workplace Productivity Certificate Program, • The certificate program consists of 9 individual courses. Each course contains an introduction, 6-7 lessons, and a scored assessment. • Integrate video testimonials to show the perspective of local employers and employees <p>List of Courses & Lessons:</p> <p>Communication</p> <ul style="list-style-type: none"> • It's Not Always What You Say • Talking the Right Talk • Are You Listening? • Making Connections • Write it the Right Way <p>Time Management & Productivity</p> <ul style="list-style-type: none"> • Take Control of Your Time • Set & Manage Priorities (prototype) • Be Productive, Not Busy • Procrastination: The Enemy of Productivity • Take Initiative • Wellness in the Workplace <p>Teamwork</p> <ul style="list-style-type: none"> • Create a Shared Vision • There Is No I in Team • Maximize Your Role • Collaborate Better <p>Dealing with Difficult People & Conflict</p> <ul style="list-style-type: none"> • Conflict as Communication • The Personalities of Conflict • Managing Anger • Changing Yourself - From Leading to Following Personal Conflict Resolution: De-stressing Techniques <p>Problem Solving</p> <ul style="list-style-type: none"> • What's the Problem? • Solve the Problem!

	<p>Working with Numbers</p> <ul style="list-style-type: none"> • Measuring • Estimating • Data • Money Matters <p>Project Management</p> <ul style="list-style-type: none"> • Getting and Keeping Control • Communicating Clearly • Estimating Accurately • Staying on Track • Accounting for Risk • Don't Forget to Document <p>Customer Service</p> <ul style="list-style-type: none"> • Setting a Positive Tone • Listen Actively • Be Empathetic • Set Expectations • Delight • Follow Up <p>Basic Computer Literacy</p> <ul style="list-style-type: none"> • Hardware and Software – Your Workplace Tools • Keyboarding Efficiency • The Art of Organization • Email Excellence • What is Online? • Etiquette and Good Habits
<p>Develop Custom Content</p>	<ul style="list-style-type: none"> • Design and develop 15 hours of custom courseware to support Pacific Gateway’s goals, priorities, and business requirements. • Integrate videos of local employers, Pacific Gateway Career Counsellors, and subject matter experts to augment and support the content <p>Tentative List of Topics (exact breakdown needs to be determined. Seat times listed are rough estimates, based on conversations to date):</p> <ul style="list-style-type: none"> • Pacific Gateway Orientation (10-15 minutes) • Healthcare Sector Overview (20-30 minutes) • Retail/Hospitality Sector Overview (20-30 minutes) • Logistics Sector Overview (20-30 minutes) • Manufacturing Sector Overview (20-30 minutes) • Construction Sector Overview (20-30 minutes) • Learn to Learn (30 minutes) • Financial Literacy (30 minutes) • Additional Interview Courses (1 hour, broken down into 4-5 courses)

	<ul style="list-style-type: none">• Digital Literacy/Fluency (2 hours, broken down into separate courses that address topics like using search engines effectively, gauging credibility of websites, security issues, etc.)• Basic Supervisory Skills (3 hours - to assist with incumbent worker training/employer engagement efforts. This content may also help job seekers)• Basic Literacy and Math (4-5 hours - to help job seekers prepare for the CASAS test, which is a mandatory requirement for training with PG)
Subject Matter Expertise	<ul style="list-style-type: none">• External Subject Matter Experts (SMEs) to assist with design and development of courses.• User focus groups, external end user testing and testing by other sources and business groups outside of BLN
Video Production	<ul style="list-style-type: none">• Script guiding questions for video testimonials and determine how testimonials will be integrated into the courseware• File video testimonials (and other types of video)• Edit and produce final testimonials, and other video as required