

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

DECEMBER 1, 2020

TITLE:

**APPROPRIATION ADJUSTMENT AND
AGREEMENTS FOR UASI TRAINING AND
EXERCISE SERVICES FOR THE
ANAHEIM/SANTA ANA URBAN AREA IN
AN AGGREGATE AMOUNT NOT TO
EXCEED \$3,147,600
(SPECIFICATION NO. 20-062)
(NON-GENERAL FUND)**

/s/ Kristine Ridge

CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED

- ☐ As Recommended
- ☐ As Amended
- ☐ Ordinance on 1st Reading
- ☐ Ordinance on 2nd Reading
- ☐ Implementing Resolution
- ☐ Set Public Hearing For _____

CONTINUED TO _____

FILE NUMBER _____

RECOMMENDED ACTION

1. Approve an appropriation adjustment recognizing \$713,431 in FY18 UASI grant revenue in the FY18 UASI Grant Program prior year balance account (No. 12514002-50001) and appropriate same in the FY18 UASI Grant Program expenditure accounts (No. 12514491-various).
2. Authorize the City Manager to execute the attached three-year agreements, with two one year renewal options, with the following seven qualified vendors to provide on-going training and exercise deliverables to the Anaheim/Santa Ana Urban Area on an as-needed basis, for the period of December 1, 2020 through November 30, 2023 in an amount not to exceed \$3,147,600, subject to non-substantive changes approved by the City Manager and City Attorney.

Vendor

Constant and Associates, Inc.
Elite Command Training
Nusura, Inc.
Security Solutions International, Inc. (SSI)
Sensemakers, LLC
The Cadmus Group, LLC
The Olson Group, Ltd.

Location

Torrance, CA
Foothill Ranch, CA
Denver, CO
Islamorada, FL
Anaheim, CA
Waltham, MA
Alexandria, VA

DISCUSSION

The United States Department of Homeland Security, Federal Emergency Management Agency, has developed the Urban Areas Security Initiative (UASI) funding program. This initiative was designed to enhance the domestic preparedness of urban areas by ensuring that all emergency

first responders have adequate and appropriate equipment and training to prevent, respond to, and recover from acts of terrorism. Santa Ana has been designated as an Urban Area Core City since 2003. As such, for selected grant years, Santa Ana is the fiduciary for the region and manages projects which include the grant funded procurement of training, exercises, and equipment utilized by the 34 jurisdictions in Orange County.

In an effort to address the unique needs of a high-density, high-threat urban area, the Anaheim/Santa Ana Urban Area (ASAUA) allocates a set percentage of its annual grant allocation to fund training and exercises for the Orange County region. With oversight from the Santa Ana Police Department Homeland Security Division, the ASAUA Homeland Security Regional Training and Exercise Program is designed to provide the ASAUA stakeholders with regional training and exercises necessary to meet the goals and objectives set forth in the ASAUA's homeland security strategy and target capabilities identified in the Threat and Hazard Identification and Risk Assessment (THIRA). The goal of these agreements is to enhance the capabilities of the current program by providing access to a wide range of training and exercise professionals in support of a comprehensive and regional approach.

In August of 2020, the Police Department issued a Request for Qualifications (RFQ #20-062) to identify and qualify suitable vendors capable of delivering a broad choice of homeland security related training courses taught by subject matter experts and/or recognized professionals in the field of law enforcement, fire, cyber security, public health, and emergency management. Additionally, the RFQ sought to identify and qualify suitable vendors who are capable of developing and delivering a broad range of homeland security related exercises ranging from simple workshops to complex multi-discipline, multi-agency full scale exercises. Vendors were allowed to submit proposals that addressed only training courses, only providing exercises, or providing both training courses and exercises.

The RFQ was advertised on August 10, 2020 and proposals were solicited. A summary of the proposals and offers received is as follows:

- 223 Vendors were notified
- 18 Santa Ana vendors notified
- 24 Vendors downloaded the RFQ
- 9 Proposals received
- 0 Proposals received from a Santa Ana vendor

Proposals were opened on September 3, 2020 and evaluated. An evaluation team reviewed and rated all proposals received to determine if necessary qualifications were met. The proposals were evaluated and scored according to criteria identified within the RFQ, including Responsiveness to RFQ (25%), Experience of Firm and Personnel (30%), Reasonableness of Cost (25%), and References (20%).

Of the nine proposals, eight were determined to be responsive and were qualified based on their response to the specifications and requirements identified by the City. One company, Control Risks, did not possess the required Department of Homeland Security/Cal OES certifications, and another company, California Specialized Training Institute, has a lengthy contract review process and may be presented at a future City Council meeting. All qualified vendors will have similar agreements with varying scopes of work, and the Santa Ana Police Department Homeland Security Division will request training courses and exercises from the selected vendors on an as-needed basis.

The appropriation adjustment will recognize \$713,431 in FY18 UASI prior year balance to fund FY18 UASI program expenditures, including Year 1 (\$651,600) of the training and exercise program. Year 2 (\$620,250) of the agreement has already been appropriated through a separate City Council action when Council approved the FY 19 UASI Grant award. Year 3 of the agreement, which is projected to be \$625,250, will be funded by the FY20 UASI Grant. Years 4 (\$625,250) and 5 (\$625,250) of this agreement are contingent upon a UASI Grant award to the Anaheim/Santa Ana Urban Area for FY21 and FY22 with a sufficient award amount to sustain the ASAUA Homeland Security Regional Training and Exercise Program.

The aggregate amount to be spent in the pool of all seven vendors shall not exceed \$3,147,600 over the length of the three-year agreements. Because these agreements will be paid using federal grant funds, this program expense will have no fiscal impact on the City's General Fund. The term of these agreements may be extended for up to two one-year periods upon a writing executed by the City Manager and the City Attorney and subject to funding. The agreements include language that allows the City to terminate the agreement with 30 days notice for any reason, including lack of funding.

FISCAL IMPACT

The appropriation adjustment will recognize \$713,431 in FY18 UASI grant revenue in the FY18 UASI Grant Program account (No. 12514002 -52001) and appropriate same in the FY18 UASI Grant Program expenditure accounts (No. 12514491-various).

Funds for the agreements are available in the FY18 and FY19 UASI Grant Program Contract Services account (No. 12514491-62300 and 12514407-62300) for the 2020-21 and FY 2021-22 fiscal years, and will be included in future fiscal year budgets as follows:

Fiscal Year	Accounting Unit- Account #	Accounting Unit, Account Description	Amount
FY 2020-21	12514491-62300	FY18 UASI Grant Program – Training and Exercises	\$651,600
FY 2021-22	12514407-62300	FY19 UASI Grant Program – Training and Exercises	\$620,250

Appropriation Adjustment and Agreements for UASI Funded Training and Exercise Services
December 1, 2020
Page 4

FY 2022-23	12814491-62300	FY20 UASI Grant Program – Training and Exercises	\$625,250
FY 2023-24	12514407-62300	FY21 UASI Grant Program – Training and Exercises	\$625,250
FY 2024-25	12814491-62300	FY22 UASI Grant Program – Training and Exercises	\$625,250
		Total	\$3,147,600

Fiscal Impact Verified By: Kathryn Downs, CPA, Executive Director – Finance and Management Services Agency

Submitted By: David Valentin, Chief of Police - Police Department

- Exhibits
1. Agreement with Constant and Associates, Inc.
 2. Agreement with Elite Command Training
 3. Agreement with Nusura, Inc.
 4. Agreement with Security Solutions International, Inc. (SSI)
 5. Agreement with Sensemakers, LLC
 6. Agreement with The Cadmus Group, LLC
 7. Agreement with The Olson Group, Ltd.

**AGREEMENT TO PROVIDE TRAINING COURSES AND EXERCISES
FOR THE ANAHEIM / SANTA ANA URBAN AREA ON AN AS-NEEDED BASIS**

THIS AGREEMENT is made and entered into this 1st day of December, 2020, by and between Constant Associates INC. (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On August 10, 2020, the Santa Ana Police Department (“SAPD”) issued Request for Qualifications No. 20-062 (“RFQ”), by which it sought to identify and qualify suitable vendors capable of delivering a broad choice of homeland security-related training courses and exercises conducted by professionals in the fields of law, fire, public health, emergency management and cybersecurity.
- B. These courses are in support of the Anaheim/Santa Ana Urban Area (“ASAUA”) Homeland Security Regional Training and Exercise Program and will be funded by a grant awarded to the City by the United States Department of Homeland Security’s Urban Areas Security Initiative (“UASI”) and administered by SAPD. The ASAUA consists of the incorporated cities in Orange County and the police departments of the University of California, Irvine, California State University, Fullerton, and community colleges in the County of Orange.
- C. Through SAPD, the training and exercise programs will be made available to agencies in the ASAUA on an as-needed basis to enhance domestic preparedness for acts of terrorism.
- D. Contractor submitted a responsive proposal that was among those selected by the City.
- E. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an as-needed basis, and at the sole discretion of City, Contractor shall conduct the training and/or exercise programs described in the scope of services provided in the RFQ and attached hereto as **Exhibit A**. Contractor’s proposal is incorporated by reference as though fully set forth herein. In the performance of all services, Contractor shall comply and provide the required training/classes and exercises attached hereto as **Exhibit B**.

2. CHANGE ORDERS/AMENDMENTS

- a. To maintain flexibility that allows first responders to address emerging and unforeseeable threats, the ASUA Homeland Security Regional Training and Exercise Program will utilize a Change Order provision to request other training and exercise courses at the City's request. Change Orders will be used to approve training and/or exercises and can modify the existing scope of work for specialty and other ad-hoc training and exercises on an as needed basis. Change Orders will be drafted by the UASI Grant Coordinator, reviewed and approved by the Contractor, then forwarded to the Chief of Police and the City Manager for the City of Santa Ana or their designees for approval.
- b. Any change order that contains any terms contrary to services provided within this Agreement shall be void, unless City and Consultant have expressly agreed in a writing, requiring approval by the City Manager and the City Attorney's office. Consultant agrees and understands that substantive changes to the terms of the Agreement are subject to approval by the City Council.

3. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit B. Any compensation payable to Contractor shall be paid from a portion of the above-referenced UASI grant awarded to the City in the amount of \$3,147,600, which shall serve as the total amount payable for all training and exercise programs supplied under RFQ No. 20-062.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work that fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

4. TERM

This Agreement shall commence on the date stated above and continue through November 30, 2023, unless terminated earlier in accordance with Section 18, below. The term of this Agreement may be extended for up to two (2) one (1) year period upon a writing executed by the City Manager and the City Attorney and subject to funding.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor

performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

- c. Worker's Compensation Insurance. In accordance with the California Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Contractor pursuant to this section:
 - (i) Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - (iii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
 - (iv) Contractor shall supply City with a fully executed additional insured endorsement.
- f. If Contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to terminate this Agreement. Such termination shall not affect Contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Contractor agrees to and shall indemnify, defend, and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligence or willful misconduct of the Contractor or its, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement.

This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Contractor's indemnification obligations in this section shall survive expiration of this Agreement.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless City, its officers, agents, representatives, and employees against any and all liability or losses, including costs and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright, alleged or contained in the work product or documents provided or used by Contractor under this Agreement.

10. CONFORMITY WITH LAW AND SAFETY

In performing any services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over the scope of services, including all provisions of the California Occupational Safety and Health Act. Contractor shall indemnify, defend, and hold harmless City from any and all liability, fines, penalties, and consequences from any of Contractor's failures to comply with such laws, ordinances, codes, and regulations.

11. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

12. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that

it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

13. CONFLICT OF INTEREST CLAUSE

- a. Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with the performance of services specified under this Agreement.
- b. The parties understand that outside parties, subject to receipt of financial benefit from UASI funding, as noted in Recital Section B and the RFQ, are often utilized by the ASA UASI as subject matter expert reviewing training and exercise proposals. To avoid potential conflict of interest of engaging sub-contractors, subject to receipt of financial benefit from UASI funding, shall not be engaged by the Contractor as a sub-contractor to provide the services provided in this Agreement, or any change order or amendment thereto.

14. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
 City of Santa Ana
 20 Civic Center Plaza (M-30)
 P.O. Box 1988
 Santa Ana, CA 92702-1988
 Fax 714- 647-6956

With courtesy copies to:

Roland Andrade, Sergeant
UASI Grant Coordinator
Homeland Security Division
Santa Ana Police Department

60 Civic Center Plaza
Santa Ana, CA 92701

To Contractor:

Michelle Constant, CEO
Constant Associates, INC.
3655 Torrance Blvd., Suite 430
Torrance, CA. 90503
(424) 320-2582
michelle@constantassociates.com

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

15. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter therein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

16. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

17. WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, City may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

19. NONDISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

20. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

21. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of

Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

22. CERTIFICATIONS

a. Debarment and Suspension. Contractor will comply, and all its subcontractors will comply, with applicable federal suspension and debarment regulations including, but not limited to, Executive Orders 12549 and 12689, and 2 Code of Federal Regulations (CFR) §200.212 and codified in 2 CFR Part 200.

b. Section 504 of the Rehabilitation Act of 1973. All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified disabled person shall, solely by reason of disability be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. Contractor agrees it will ensure that requirements of The Act shall be included in any agreements with and be binding on all of its subcontractors, assignees, or successors.

c. Americans with Disabilities Act of 1990 (ADA). Contractor must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

d. Lobbying and Political Activity. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

e. Contractor will comply, and all its subcontractors will comply, with all applicable lobbying prohibitions and laws, including those found in United States Code Title 31, § 1352, et seq., and agrees that none of the funds provided under this award may be expended by the Contractor to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.

f. Contractor will comply, and all its subcontractors will comply, with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), as applicable.

g. Non-Discrimination and Equal Opportunity. Contractor will comply, and all its subcontractors will comply, with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; Section 523 and 527 of the Public Health Service Act of

1912, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against Contractor, Contractor will forward a copy of the findings to City, which will, in turn, submit the findings to the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice.

h. Contractor will comply, and all its subcontractors will comply, with all requirements of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment-Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), as applicable.

i. Contractor will comply, and all its subcontractors will comply, with all requirements of the California Public Contract Code Section 10295.3, as applicable.

j. Contractor will comply, and all its subcontractors will comply, with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

k. Contractor will comply, and all its subcontractors will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

l. Contractor will comply, and all its subcontractors will comply, with all requirements of Sections 103 and 107 of the Contract Work and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

m. Contractor will comply, and all its subcontractors will comply, with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR part 15), as applicable.

n. Contractor will comply, and all its subcontractors will comply, with all requirements of the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), (53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995), as applicable.

o. Contractor will comply, and all its subcontractors will comply, with all requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as applicable.

p. Contractor agrees that the Department of Homeland Security shall have the authority to seek patent rights for any process, product, invention or discovery developed and paid for with funding through this Agreement based on the requirements of 37 CFR§ 401, as applicable.

q Contractor may copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement. However, the federal awarding agency, State Administrative Agency (SAA), and City reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government, SAA and/or City purpose:

(1) the copyright in any work developed through this Agreement; and

(2) any rights of copyright to which the Contractor purchases ownership with support through this grant. The Federal government's, SAA's and City's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

23. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[signature page to follow]

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

ATTEST:

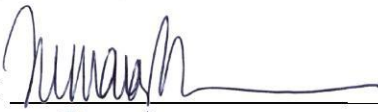
CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: 

Tamara Bogosian
Senior Assistant City Attorney

CONTRACTOR:



By: Michelle Constant
Title: CEO

RECOMMENDED FOR APPROVAL:

David Valentin
Chief of Police

EXHIBIT A

SCOPE OF SERVICES

I. REQUIREMENTS

The specific requirements of this RFQ have been listed in two sections to allow proposers to respond to either, the training courses component, the exercise component, or both. There is no requirement the Proposer must respond to both components of the RFQ.

II. TRAINING COURSES

A. ASAUA currently requires training courses in the following specific disciplines:

- Law Enforcement/Tactical
- Fire/Emergency Medical
- Public Health
- Emergency Management
- Cyber Security

B. Contractor shall conduct training courses, which it has been successfully prequalified for, at various locations/venues within the ASAUA.

C. Contractor shall prepare course flyers, register attendees, record attendance by signed roster, provide certificates of completions, and verify course completion by the participants.

D. Contractor shall prepare and present specified training courses. Course material shall be available at the time the training is provided for each of the training courses the proposer has outlined in their SOQ.

E. All training courses presented must meet state and federal guidelines and be approved by Cal OES and DHS for reimbursement under the Homeland Security Grant Program prior to delivery. Refer to the Cal OES website at: <http://www.caloes.ca.gov/cal-oes-divisions/california-specialized-training-institute> and the DHS website at: <https://www.fema.gov/training> for further information regarding state and federal guidelines for Department of Homeland Security grants. If any portion of the training course occurs outside of the classroom, an Environmental & Historic Preservation (EHP) approval must be obtained from FEMA/Cal OES prior to delivery of the course. The EHP approval is location specific and if an EHP approval is required, one must be obtained for each location where the course is delivered. It shall be the responsibility of the Proposer to complete all of the forms and documentation necessary to obtain the required approvals. Contractor shall ensure that, when required, an Environmental Historic Preservation (EHP) approval has been issued to the ASAUA before delivery of the training course. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist the Proposer with the submission of the requests for approval. The City shall not be billed for any costs associated with obtaining these approvals.

- F. Contractor shall offer course content that satisfies the five preparedness priorities identified in the ASUA Multiyear Training & Exercises plan. The ASUA MTEP is attached for reference.
- G. Contractor shall provide all required training material, handouts, course syllabus and/or written curriculum.
- H. Contractor shall collect written survey comments/course evaluations from participants at the conclusion of every course offered. Survey/course evaluations will be conducted in a manner specified by the City. A standardized course survey form will be provided to the successful proposers. A record of responses shall be maintained throughout the term of the agreement by Contractor, and organized by training course, date, instructor, etc. Frequently mentioned comments shall be reported to City Project Manager. Electronic reporting shall be made available to the City upon request.
- I. City reserves the right to cancel training courses with fourteen (14) calendar days' notice of delivery date. City shall not be charged for the class, travel costs, or training materials by Contractor if cancellation occurs within this period.
- J. City reserves the right to cancel training courses for student minimums not being met.
- K. Contractor shall provide and assign high quality instructors on a consistent basis to deliver the specified courses.
- L. All instructors shall use the methods suggested by the training protocols established, such as maintaining and updating each training syllabus; introducing and following objectives for each class; completing training as described; and utilizing training aids such as audio/visual systems.
- M. Contractor and all its instructors shall provide immediate feedback to the City via the ASUA Homeland Security Regional Training and Exercise Program Manager regarding all customer requests for new or additional services, or to report complaints.
- N. Contractor will be paid for services rendered. Training days are generally eight (8) hours long (e.g. 8:00 AM – 5:00 PM), including a one (1) hour lunch break. Schedule should include regular breaks on a 50/10 break ratio – for every fifty (50) minutes of instruction, there should be a ten (10) minute break. Half days are defined as four (4) hours or less of instruction.
- O. Training venues may be provided by the City or by hosting agencies based on the needs of the course. Contractor must be able to secure training sites at any of the jurisdictions within the ASUA.
- P. All Contractor-developed courses must be approved by California Office of Emergency Services (Cal OES) for reimbursement under the Homeland Security Grant Program prior to delivery. It is the responsibility of the Contractor to prepare all forms and documentation necessary to obtain all course approvals at its cost. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of the

requests for approval. The City shall not be billed for any costs associated with obtaining these approvals.

- Q. The anticipated start date of this agreement is Winter of 2020. Usage under agreements awarded as a result of this RFQ will begin at this time.
- R. Depending on the training or exercise, Contractor's instructors and courses may be required to be California Peace Officer Standards & Training (POST) certified or California State Fire Marshal approved. It shall be the responsibility of the Contractor to obtain all POST certifications and California State Fire Marshal course approvals at its cost. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of the requests for certifications and approval. The City shall not be billed for any costs associated with obtaining these certifications and approvals.
- S. A list of "approved" courses is available from Cal OES at www.caloes.ca.gov and a list of Federal Emergency Management Agency (FEMA) approved classes is available at www.fema.gov/training
- T. Contractors are responsible for providing all course materials and delivering it to the site(s) of all training at their cost.
- U. Contractor must work with the ASAUA Homeland Security Regional Training and Exercise Program Manager and requesting agencies to coordinate the training calendar and venue.
- V. When required, Contractor must obtain the applicable certifications for developed courses before training begins. The need for certification will be determined by the ASAUA Training & Exercise Program Manager. It shall be the responsibility of the Contractor to complete all forms and documentation necessary to obtain the required certifications at its cost. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist the Proposer with the submission of the requests for certification. The City shall not be billed for any costs associated with obtaining these certifications.
- W. Contractor will be required to obtain Emergency Medical Association (EMA) or Emergency Management Institute (EMI) certification on developed courses at its cost if the course content contains materials that require state and/or federal certification. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist the Contractor with the submission of the requests for certification. The City shall not be billed for any costs associated with obtaining these certifications.
- X. Contractor may not charge the City for materials brought to the class that are not utilized.
- Y. Proposers may be selected to provide training based on their expertise within a specific discipline.
- Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health

- Emergency Management
- Cyber Security

- Z. Contractors shall ensure that training participants are members of agencies or organizations located or operating within the ASAUA, or have been approved by the ASAUA Training & Exercise Program Manager or his designee.

III. DELIVERABLES / REPORTS FOR TRAINING COURSES

A. Course Surveys / Evaluations

1. Course surveys/evaluations results will be tabulated and scored by Contractor. Summary of the results will be provided to the ASAUA Training & Exercise Program Manager.
2. Completed course survey/evaluation forms will be provided to the ASAUA Training & Exercise Program Manager within 30 days of delivery of the training course.

- B. Contractor must provide course flyers for all training courses to be delivered at its cost. The City will manage distribution of such flyers.

- C. Contractor must provide to the ASAUA Training & Exercise Program Manager all rosters and sign-in sheets upon completion of the training course for all training courses delivered. Contractor shall maintain a record of all original and electronic copies of all sign-in sheets. Electronic copies of rosters and sign-in sheets must be submitted along with invoices issued to City.

- D. Contractor shall provide certificates of completion to all students that successfully complete a training course at the conclusion of the training course and provide copies of the certificates to the ASAUA Training & Exercise Program Manager within 30 days of delivery of the training course. Contractor shall maintain a record of all certificates provided students.

IV. QUANTITIES FOR TRAINING COURSES

Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

V. PRICING FOR TRAINING COURSES

- A. Unless otherwise stated, Proposer agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
- B. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
- C. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- D. Pricing shall include any and all payment incentives available to the City.

- E. Proposers are advised that in the evaluation of costs, if applicable, it will be assumed the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
- F. Federal and State minimum wage laws apply. The City has no requirements for living wages. The City is not imposing any additional requirements regarding wages.

VI. AWARD FOR TRAINING COURSES

- A. City reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ, from any Exhibits attached hereto, or from any subsequent addenda; to waive informalities and minor irregularities in responses received; and to provide an opportunity for Proposers to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the City.
- B. The City reserves the right to award an agreement to a single Proposer or multiple Proposers.
- C. The City has the right to decline to award an agreement or any part thereof for any reason.
- D. City Council approval to award an Agreement pursuant to this RFQ will be required.
- E. Any agreement must be negotiated, finalized, and approved by the recommend Contractor prior to City Council approval.
- F. RFQ specifications, terms, conditions, and Exhibits, RFQ Addenda, and SOQs, may be incorporated into and made a part of any agreement that may be awarded as a result of this RFQ.

VII. METHOD OF ORDERING TRAINING COURSES

- A. As training is required, subsequent solicitations in the form of requests for firm price quotations and scope of work will be requested from Contractors with which the City has an Agreement.
- B. Individual order price quotations shall be provided upon request per project and shall include, but not be limited to, an identifying (quotation) number, date, City of Santa Ana agreement number, requestor name and phone number, ship to location, itemization of services with complete description and price per item and a summary of total cost for services, shipping, and tax.
- C. Price quotations will be reviewed and Contractor(s) will be selected by the UASI Grant Office. Purchase Orders (POs) will be issued upon approval of written itemized quotations received from Contractor(s). The City shall not be obligated to accept the lowest priced quotation, but will award individual projects in the best interests of the City after all factors have been evaluated. City reserves the right to negotiate scope of work and pricing prior to award of any project.

- D. POs will be transmitted electronically, and shall be the only authorization for the Contractor to place an order.
- E. POs and payments for service will be issued only in the name of the Contractor.
- F. Contractor shall adapt to changes to the ordering method or ordering procedures as required by the City during the term of the agreement.
- G. Change orders shall be agreed upon by Contractor and City, and issued as needed in writing by the City.

VIII. ACCOUNT MANAGER / SUPPORT STAFF FOR TRAINING COURSES

- A. Proposer shall provide a dedicated, competent Account Manager who shall be responsible for the City's account / agreement. The Account Manager shall receive all orders from the City and shall be the primary contact for all issues regarding the Proposer's response to this RFQ and any agreement which may arise pursuant to this RFQ.
- B. Proposer shall also provide adequate, competent support staff that shall be able to service the City during normal working hours (7:00 AM – 5:00 PM), Monday through Friday. Such representative(s) shall be knowledgeable about the agreement, training offered, and able to identify and resolve quickly any issues included, but not limited to order and invoicing problems.
- C. Contractor's Account Manager shall be familiar with City requirements and standards and work with the City to ensure that established standards are adhered to.
- D. Contractor's Account Manager shall keep the City and ASAUA Training & Exercise Program Manager informed of requests from departments.

IX. EXERCISES

- A. ASAUA requires seminars, workshops, tabletops, drills, functional, and full-scale exercises in the following specific disciplines:
 - Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health
 - Emergency Management
 - Cyber Security
- B. Contractor shall conduct seminars, workshops, tabletops, drills, functional, and full-scale exercises at various locations/venues within the ASAUA. All drills, functional and full scale exercises will require an EHP approval from FEMA/Cal OES prior to delivery. It shall be the responsibility of the Contractor to complete all forms and documentation necessary to obtain the required EHP approvals at its cost. Contractor shall ensure that, when required, an Environmental Historic Preservation (EHP) approval letter has been issued to the ASAUA before delivery of any seminars, workshops, tabletops, drills, functional, and full-scale

exercises. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of requests for approval.

- C. All exercises must be conducted in a manner which adheres to all applicable state and federal guidelines, including exercise design and development guidelines outlined in the HSEEP.
- D. When conducting seminars, workshops, tabletops, drills, functional and full-scale exercises, Contractor shall provide all required exercise consumables, printed materials, handouts, and other materials such as, but not limited to, exercise manuals, special effects, actor moulage, supplies, signage, etc. at its cost. The City shall not be billed nor will it accept requests for reimbursements and/or billing.
- E. Contractor shall provide and assign high quality personnel such as exercise designers, directors, controllers, evaluators, and support personnel on a consistent basis to deliver the specified seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- F. Contractor shall provide all multi-media devices necessary for presentations during seminars, workshops, tabletops, drills, functional, full-scale exercises, and any planning meetings and conferences.
- G. Contractor and its exercise personnel shall provide immediate feedback to the City via the ASAUA Homeland Security Regional Training and Exercise Program Manger regarding all customer requests for new or additional services or to report complaints.
- H. Seminar, workshop, tabletop, drill, functional and full-scale exercise venues may be provided by the City or by hosting agencies based on the needs of the exercise. Contractor must be able to secure exercise sites at any of the jurisdictions within the ASAUA.
- I. Contractor is responsible for providing exercise materials and delivering it to the site(s) of all seminars, workshops, tabletops, drills, functional and full-scale exercises at its cost. The City shall not be billed nor will it accept requests for reimbursements and/or billing.
- J. Contractor may not charge the City for materials brought to the seminars, workshops, tabletops, drills, functional, and full-scale exercises that are not utilized.
- K. Contractor shall ensure that exercise participants are members of agencies or organizations located or operating within the ASAUA, or have been approved by the ASAUA Training & Exercise Program Manager or his designee.

X. QUALIFICATIONS – HOMELAND SECURITY EXERCISE EXPERIENCE

The following elements outline the type of experience and expertise proposers should possess related to the development and delivery of seminars, workshops, tabletops, drills, functional and full-scale exercises. Proposers will document their experience and expertise in their SOQs.

ASAUA requires seminars, workshops, tabletops, drills, functional and full-scale exercises in the following specific disciplines:

- Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health
 - Emergency Management
 - Cyber Security
- A. Proposer should be experienced and proficient in the design and delivery of relevant homeland security related seminars, workshops, tabletops, drills, functional and full-scale exercises.
 - B. Proposer should have staff that is experienced and proficient in developing seminars, workshops, tabletops, and drills, functional and full-scale exercises in accordance with HSEEP guidelines.
 - C. Proposer should have staff that is experienced and proficient in conducting seminars, workshops, tabletops, drills, functional and full-scale exercises in accordance with HSEEP guidelines.
 - D. Proposer should have staff that is experienced and proficient in providing training to and coordinating exercise evaluators, controllers, and Simulation Cell operators.

XI. DELIVERABLES / REPORTS FOR EXERCISES

- A. Exercise Documents: Contractor shall provide all documents necessary to conduct seminars, workshops, tabletops, drills, functional and full-scale exercises in accordance with HSEEP guidelines. These documents should include, but not be limited to: Exercise Plan, Controller/Evaluator Plan, Master Scenario Events List (MSEL), Exercise Evaluation Guides, etc.
- B. Contractor must provide rosters, sign-in sheets, and presentation materials for all planning meetings conducted in support of all seminars, workshops, tabletops, drills, functional and full-scale exercises and will deliver to the ASUA Training & Exercise Program Manager upon completion of the planning activity at its cost.
- C. Contractor must complete After Action Reports (AARs) for all seminars, workshops, tabletops, drills, functional and full-scale exercises. Copies of these AARs must be provided to the ASUA Training & Exercise Program Coordinator within 60 days of any seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- D. Contractor must complete an Improvement Plan for each seminar, workshop, tabletop, drill, functional and full-scale exercise delivered. Copies of the Improvement Plan will be provided to the ASUA Training & Exercise Coordinator within 60 calendar days of any seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- E. Proposer shall upload, on behalf of the ASUA, all necessary AARs and Improvement Plans into HSEEP within 60 calendar days of completing any exercise activity.

XII. QUANTITIES FOR EXERCISES

Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

XIII. PRICING FOR EXERCISES

- A. All price quotes offered during an informal request for quote process will remain firm for the term of the resulting PO under the Agreement.
- B. Unless otherwise stated, Proposer agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
- C. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
- D. Any price increase or decrease for subsequent contract terms may be negotiated between Proposer and City only after completion of the initial term.
- E. Taxes and freight charges:
 - 1. The City is soliciting a total price per single delivery of each seminar, workshop, tabletop, drill, functional, and full-scale exercise. The price quoted for each seminar, workshop, tabletop, drill, functional, and full-scale exercise shall be the total cost the City will pay including Sales, Use, or other taxes and all other charges.
 - 2. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or any other purpose, except taxes legally payable by City, will be paid by the City unless expressly included and itemized in the SOQ.
 - 3. Amount paid for transportation of property to the City of Santa Ana is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee is the City of Santa Ana; as such papers may be acceptable by the carrier as proof of the exempt character of the shipment.
 - 4. Articles sold to the City of Santa Ana are exempt from certain Federal excise taxes. The City will furnish an exemption certificate.
- F. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- G. Price quotes shall include any and all payment incentives available to the City.
- H. Proposer are advised that in the evaluation of costs, if applicable, it will be assumed the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

- I. Federal and State minimum wage laws apply. The City has no requirements for living wages. The City is not imposing any additional requirements regarding wages.

XIV. AWARD FOR EXERCISES

- A. The City reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for proposers to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the City.
- B. The City reserves the right to award to a single or multiple proposers.
- C. The City has the right to decline to award an agreement or any part thereof for any reason.
- D. City Council approval to award an Agreement will be required.
- E. Agreement must be negotiated, finalized, and signed by the recommend awardee(s) prior to City Council approval.
- F. Final Agreement terms and conditions will be negotiated with the selected Contractors.
- G. The RFQ specifications, terms, conditions, and Exhibits, RFQ Addenda and Proposer's SOQ, may be incorporated into and made a part of any agreement that may be awarded as a result of this RFQ.

XV. METHOD OF ORDERING FOR EXERCISES

- A. As exercises are required, subsequent solicitations in the form of requests for firm price quotations and scope of work will be requested from Contractors with which the City has an Agreement.
- B. Contractors who have been qualified will be provided a scope of work for the desired seminar, workshop, tabletop, drill, functional or full-scale exercise and requested to provide a written quotation. These quotations will be reviewed and evaluated by the ASAUA Grant Office. The City shall not be obligated to accept the lowest priced quotation, but will award individual projects in the best interests of the City after all factors have been evaluated. City reserves the right to negotiate scope of work and pricing prior to award of any project.
- C. Individual order price quotations shall be provided upon request per project and shall include, but not be limited to, an identifying (quotation) number, date, City of Santa Ana agreement number, requestor name and phone number, ship to location, itemization of services with complete description and price per item and a summary of total cost for services, shipping, and tax.
- D. Purchase Orders (POs) will be issued upon approval of written itemized quotations received from the Contractor(s).

- E. POs will be faxed, transmitted electronically, or mailed and shall be the only authorization for the Contractor to place an order.
- F. POs and payments for service will be issued only in the name of the Contractor.
- G. Contractor shall adapt to changes to the ordering method or ordering procedures as required by the City during the term of the agreement.
- H. Change orders shall be agreed upon by Contractor and City and issued as needed in writing by the City.

XVI. ACCOUNT MANAGER / SUPPORT STAFF FOR EXERCISES

- A. Proposer shall provide a dedicated competent account manager who shall be responsible for the City account / agreement. The account manager shall receive all orders from the City and shall be the primary contact for all issues regarding the Proposer's response to this RFQ and any agreement which may arise pursuant to this RFQ.
- B. Proposer shall also provide adequate, competent support staff that shall be able to service the City during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the agreement, training offered, and able to identify and resolve quickly any issues included, but not limited to order and invoicing problems.
- C. Proposer account manager shall be familiar with City requirements and standards and work with the City to ensure that established standards are adhered to.

Proposer account manager shall keep the City and ASAUA Training & Exercise Program Manager informed of requests from departments as required.

XVII. INVOICING FOR TRAINING AND/OR EXERCISE COURSES

- A. Contractor shall invoice the City, unless otherwise advised, upon satisfactory receipt of performance of services.
- B. City will use best efforts to make payments within forty-five (45) days following receipt and review of invoice and upon complete satisfactory receipt of performance of services.
- C. Invoices should be Emailed to:

Sgt. Roland Andrade
Santa Ana Police Department
Homeland Security Division / M-18
60 Civic Center Plaza
P.O. Box 1981
Santa Ana, CA 92701
Email: RAndrade2@santa-ana.org

- D. City shall notify Contractor of any adjustments required to invoices.

E. Invoices shall include, at minimum:

- City PO number (if applicable);
- Invoice number;
- Agreement number;
- Remit to address;
- Itemized services;
- Course description
- Pricing as per agreement;
- Instructor name;
- Number of participants;
- Course date(s); and
- Shall be accompanied by acceptable proof of delivery.

F. Contractor shall utilize standardized invoices upon request.

G. Invoices shall only be issued by the Contractor who is awarded an agreement.

H. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.

EXHIBIT B

COSTS – TRAINING CLASSES AND EXERCISES

TRAINING		
Course Title	Description	Total Course Cost (Estimated)
All Hazards - Type 3 Incident Management Team (O-305)	Enhance the ability of first responders to activate and operate Emergency Operation Centers (EOCs) to provide support and coordination of information and resources during an emergency incident or pre-planned event. Students will be able to participate in the processes of a Type 3 IMT at an entry level	\$18,000
E/L - 950 Incident Commander	Provide local and state-level emergency responders with an overview of key duties and responsibilities of a Type III Incident Commander in a Type III All-Hazards Incident Management Team (AHIMT).	\$12,000
E/L - 952 Public Information Officer	Provide local and state-level emergency responders with an overview of key duties and responsibilities of a Public Information Officer Type III in a Type III All-Hazards Incident Management Team (AHIMT).	\$12,000
E/L - 954 Safety Officer	Provide local and state-level emergency responders with an overview of key duties and responsibilities of a Safety Officer Type III in a Type III All-Hazards Incident Management Team (AHIMT).	\$12,000
E/L - 956 Liaison Officer	Provide local and state-level emergency responders with an overview of key duties and responsibilities of a Liaison Officer Type III in a Type III All-Hazards Incident Management Team (AHIMT).	\$6,800
E/L - 958 Operations Section Chief	Provide local and state-level emergency responders with an overview of key duties and responsibilities of a Operations Section Chief Type III in a Type III All-Hazards Incident Management Team (AHIMT).	\$10,000

E/L - 960 Division Group Supervisor All Risk	The course will provide local- and state-level emergency responders with a robust understanding of the duties, responsibilities, and capabilities of an effective Division/Group Supervisor on an All-Hazards Incident Management Team (AHIMT). The course walks participants through general information, including an overview of the Operations Section and information on incident mobilization, initial situational awareness, and unit management. It also provides detailed instruction on responding to the incident and the command needs of the incident, and emphasizes the importance of risk management and safety considerations.	\$10,000
E/L - 962 Planning Section Chief	Provide local and state-level emergency responders with an overview of key duties and responsibilities of a Planning Section Chief Type III in a Type III All-Hazards Incident Management Team (AHIMT).	\$12,000
E/L - 964 Situation Unit Leader	Provide local and state-level emergency responders with an overview of key duties and responsibilities of a Situation Unit Leader Type III in a Type III All-Hazards Incident Management Team (AHIMT).	\$12,000
E/L - 965 Resources Unit Leader	Provide local and state-level emergency responders with an overview of key duties and responsibilities of a Resource Unit Leader Type III in a Type III All-Hazards Incident Management Team (AHIMT).	\$12,000
E/L - 967 Logistics Section Chief	Provide local and state-level emergency responders with an overview of key duties and responsibilities of a Logistics Section Chief Type III in a Type III All-Hazards Incident Management Team (AHIMT).	\$12,000
E/L-969 Communications Unit Leader	This course helps participants establish the essential core competencies required for performing the duties of the Communications Unit Leader (COML) in an all-hazards incident. This course addresses all responsibilities appropriate to a COML operating in a local-or state-level All-Hazards Incident Management Team (AHIMT). These responsibilities include the collection, processing, and dissemination as needed to facilitate Operations of Command, General Staff, and Unit Leaders within the confines of a Type 3 AHIMT.	\$10,000

E/L - 970 Supply Unit Leader	Provide local and state-level emergency responders with an overview of key duties and responsibilities of a Supply Unit Leader Type III in a Type III All-Hazards Incident Management Team (AHIMT).	\$12,000
E/L-971 Facilities Unit Leader	The course will help participants establish the essential core competencies required for performing the duties of the Facilities Unit Leader (FACL) in an all-hazards incident. The course walks participants through general information, including an overview of the Logistics Section and information on incident mobilization, initial situational awareness, and unit management. It also provides detailed instruction in setting up and maintaining incident facilities, including facilities infrastructure, services, layout, and security.	\$12,000
E/L - 973 Finance Administration Section Chief	Provide local and state-level emergency responders with an overview of key duties and responsibilities of a Finance/Administration Section Chief Type III in a Type III All-Hazards Incident Management Team (AHIMT).	\$10,000
E/L-975 Finance/Admin Unit Leader	The Finance/Administration Unit Leader (FAUL) course will help participants establish the essential core competencies required for performing the duties of the Finance/Administration Unit Leader in an all-hazards incident. The course is designed to enable participants to perform as any of the four FAULs (Time Unit Leader, Procurement Unit Leader, Compensation and Claims Unit Leader, Cost Unit Leader). Participants will learn information that is applicable across all four positions, such as Unit setup and management, information gathering, and interactions.	\$10,000
E/L - 984 Strike Team Leader	Provide additional training that maybe needed by personnel responsible for managing incidents of greater complexity than those typically encountered during routine operations, This training is designed to provide all-hazards competencies and behaviors for Command and General Staff and selected Unit Leader positions within a Type III and/or Type IV Incident Management Team (IMT) environment.	\$10,000

E/L - 986 Air Support Group Supervisor	Provide local and state-level emergency responders with an overview of key duties and responsibilities of an Air Support Group Supervisor (ASGS) in a Type III All-Hazards Incident Management Team (AHIMT).	\$10,000
E/L - 987 Introduction to Air Operations	Familiarize local and state-level emergency responders with the basic concepts of air operations that might be encountered in a Type II All-Hazards incident.	\$6,800
G-191: ICS/EOC Interface Workshop	The course will enable the participants to develop an effective interface between the Incident Command and the Emergency Operations Center (EOC) by applying Incident Command (ICS) principles.	\$3,400
G-775: EOC Management and Operations	This course will introduce students to the considerations involved in the management and operation of an Emergency Operations Center (EOC).	\$6,800
Community Mass Care and Emergency Assistance (G108)	This course prepares jurisdictions to manage Mass Care and Emergency Assistance functions effectively and work together to plan and provide Mass Care Emergency Assistance services. This course also provides jurisdictions with an understanding of Mass Care and Emergency Assistance roles and responsibilities for the Local, OA, Region, and State levels.	\$3,400
Disaster Mitigation (G393)	This course provides resources for mitigation activities fundamental to reduce and eliminate long-term hazard risks. Participants will understand their roles and responsibilities to develop and implement a mitigation strategy to reduce the impact of disasters. In this course, participants will learn the tools and techniques for developing or enhancing an all-hazard mitigation operations plan.	\$10,000
Disaster Recovery (G270.4)	This course focuses on various programs related to recovery after a disaster. Content also includes the Recovery Planning process.	\$10,000
Emergency Planning (G235)	This course focuses on emergency operation plans, the format and process to develop plans and evaluate the plan's effectiveness.	\$6,800

Essentials EOC Action Planning (G626)	Similar to the EOC Action Planning course but truncated, this course focuses on the fundamentals of the EOC Action Planning process.	\$3,400
Essentials EOC Action Planning TTT (G626)	This course is intended to state certify instructors so they can offer the CSTI/Cal OES approved Essentials of Action Planning Course. Once the instructor is certified as an Outreach Instructor, he/she will be able to request state certification from CSTI/Cal OES for the students attending the "Outreach" Essentials of Action Planning Course.	\$3,400
Essential EOC Section/Position Training - All Positions (G611-A)	This training module focusses on key Emergency Operations Center (EOC) positions within the Management, Operations, Planning & Intel, Logistics, and Finance & Admin Sections based on the state OES EOC Section/Positioning document.	\$16,000
Essential EOC Section/Position Training - Finance & Administration (G611-F)	This training module focuses on key Emergency Operations Center (EOC) positions within the Finance & Admin Section based on the state OES EOC Section/Position credentialing document.	\$3,400
Essential EOC Section/Position Training - Logistics (G611-L)	This training module focuses on key Emergency Operations Center (EOC) positions within the Logistics Section based on the state OES EOC Section/Position credentialing document.	\$3,400
Essential EOC Section/Position Training - Management (G611-M)	This training module focuses on key Emergency Operations Center (EOC) positions within the Management Section based on the state OES EOC Section/Position credentialing document.	\$3,400
Essential EOC Section/Position Training - Operations (G611-O)	This training module focuses on key Emergency Operations Center (EOC) positions within the Operations Section based on the state OES EOC Section/Position credentialing document.	\$3,400
Essential EOC Section/Position Training - Planning & Intelligence (G611-P)	This training module focuses on key Emergency Operations Center (EOC) positions within the Planning and Intel Section based on the state OES EOC Section/Position credentialing document.	\$3,400

G290/G291 Basic Public Information Officer and joint Information System/Joint Information Center	The course is designed for people who work with the media in times of crisis and day-to-day media relations. The program emphasizes the importance of developing a Public Information Officer (PIO) team, communications skills, leadership and working in a Joint Information Center using Joint Information Systems.	\$10,000
I-300: Intermediate ICS for Expanding Incidents	Enhance your Incident Command skills, with a special focus on new concepts of the Incident Command System (ICS). The training and resources provided in this course will assist personnel who require advanced application of the ICS. The course will also benefit any person who has a responsibility to function in a command post managing an expanding incident. You will participate in group activities that introduce the development of the Incident Action Plan (IAP) and demonstrate the interactions between the Command and General Staff sections of the ICS.	\$10,000
I-400: Advanced ICS for Command and General Staff	Enhance your Incident Command skills, with a special focus on new concepts of the Incident Command System (ICS). The training and resources provided in this course will assist personnel who require advanced application of the ICS. The course will also benefit any person who has a responsibility to function in a command post managing an expanding incident. This course builds upon information covered in the ICS-100, ICS-200, and ICS-300 courses and explains the roles and responsibilities of local, county, state and federal agencies involved in managing an expanding incident. Enhance your command decision-making skills by participating in group activities that introduce the use of an Incident Complex and Area Command, and the interactions between Multi-Agency coordination (MAC) entities.	\$6,800
ICS/EOC Workshop Interface (G191)	This course provides participants with an understanding of ICS/EOC interface. Content includes an overview of ICS and MACS, and a practical exercise to discuss, apply, and validate workshop concepts and ideas for effective ICS and EOC interface.	\$3,400

Rapid Needs Assessment (G557)	This course focuses on plans and procedures for responding to the initial four hours of a disaster. Content include pre-event planning, intelligence gathering, and situational awareness distribution.	\$6,800
SEMS Combined/G775/G191 TTT	This course focuses on EOC Management and Operations. Content includes Multiagency Coordination, EOC design, how to staff, activate and deactivate an EOC.	\$12,000
SEMS Executive Management Course (SEMSX)	This course covers SEMS and NIMS for management staff	\$2,000
EXERCISES		
A) Discussion-Based Exercises - focus on strategic, policy-oriented issues; facilitators and/or presenters usually lead the discussion, keeping participants on track towards meeting exercise objectives. (<i>*Note: Estimated costs are example costs only and depict a range that an exercise may fall within. Actual costs can vary and is dependent on the size, scope, and variables involved with a particular exercise</i>)		
Exercise Type	Description	Range of Cost (Estimated)
Seminar	Seminars generally orient participants to, or provide an overview of, authorities, strategies, plans, policies, procedures, protocols, resources, concepts, and ideas. Seminars can be valuable for entities that are developing or making major changes to existing plans or procedures.	\$8,000
Workshop	Although similar to seminars, workshops differ in two important aspects: 1. participant interaction is increased, and 2. focus is placed on achieving or building a product. To be effective, workshops should have clearly defined objectives, products, or goals, and should focus on a specific issue.	\$12,000

Tabletop	Tabletop Exercises (TTX) are intended to generate discussion of various issues regarding a hypothetical simulated emergency. They can be used to enhance general awareness, validate plans and procedures, rehearse concepts, and/or assess the types of systems needed to guide the prevention of, protection from, mitigation of, response to, and recovery from a defined incident. The effectiveness of a TTX is derived from the energetic involvement of participants and their assessment of recommended revisions to current policies, procedures, and plans; therefore facilitation is critical to keeping participants focused on exercise objectives.	\$8,000
B) Operation-Based Exercises - used to validate plans, policies, agreements, and procedures; clarify roles and responsibilities; and identify resource gaps. Exercises are characterized by actual reaction to an exercise scenario, such as initiating communications or mobilizing personnel and resources. (<i>*Note: Estimated costs are example costs only and depict a range that an exercise may fall within. Actual costs can vary and is dependent on the size, scope, and variables involved with a particular exercise</i>)		
Exercise Type	Description	Range of Cost (Estimated)
Drill	A drill is a coordinated, supervised activity usually employed to validate a specific function or capability in a single agency or organization. Drills are commonly used to provide training on new equipment, validate procedures, or practice and maintain current skills. For every drill, clearly defined plans, procedures, and protocols need to be in place. Personnel need to be familiar with those plans and trained in the processes and procedures to be drilled.	\$6,000
Functional	Functional Exercises (FE) are designed to validate and evaluate capabilities, multiple functions and/or sub-functions, or interdependent groups of functions. FEs are typically focused on exercising plans, policies, procedures, and staff members involved in management, direction, command, and control functions. An FE is conducted in a realistic, real-time environment; however, movement of personnel and equipment is usually simulated.	\$35,000

Full-Scale	<p>Full-Scale Exercises (FSE) are typically the most complex and resource-intensive type of exercise. They involve multiple agencies, organizations, and jurisdictions and validate many facets of preparedness. FSEs often include many players operating under cooperative systems such as the Incident Command System (ICS) or Unified Command. In an FSE, events are projected through an exercise scenario with event updates that drive activity at the operational level. FSEs are usually conducted in a real-time, stressful environment that is intended to mirror a real incident. Throughout the duration of the exercise, many activities occur simultaneously.</p>	\$55,000
------------	--	----------

**AGREEMENT TO PROVIDE TRAINING COURSES AND EXERCISES
FOR THE ANAHEIM / SANTA ANA URBAN AREA ON AN AS-NEEDED BASIS**

THIS AGREEMENT is made and entered into this 1st day of December, 2020, by and between Elite Command Training (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On August 10, 2020, the Santa Ana Police Department (“SAPD”) issued Request for Qualifications No. 20-062 (“RFQ”), by which it sought to identify and qualify suitable vendors capable of delivering a broad choice of homeland security-related training courses and exercises conducted by professionals in the fields of law, fire, public health, emergency management and cybersecurity.
- B. These courses are in support of the Anaheim/Santa Ana Urban Area (“ASAUA”) Homeland Security Regional Training and Exercise Program and will be funded by a grant awarded to the City by the United States Department of Homeland Security’s Urban Areas Security Initiative (“UASI”) and administered by SAPD. The ASAUA consists of the incorporated cities in Orange County and the police departments of the University of California, Irvine, California State University, Fullerton, and community colleges in the County of Orange.
- C. Through SAPD, the training and exercise programs will be made available to agencies in the ASAUA on an as-needed basis to enhance domestic preparedness for acts of terrorism.
- D. Contractor submitted a responsive proposal that was among those selected by the City.
- E. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an as-needed basis, and at the sole discretion of City, Contractor shall conduct the training and/or exercise programs described in the scope of services provided in the RFQ and attached hereto as **Exhibit A**. Contractor’s proposal is incorporated by reference as though fully set forth herein. In the performance of all services, Contractor shall comply and provide the required training/classes and exercises attached hereto as **Exhibit B**.

2. CHANGE ORDERS/AMENDMENTS

- a. To maintain flexibility that allows first responders to address emerging and unforeseeable threats, the ASUA Homeland Security Regional Training and Exercise Program will utilize a Change Order provision to request other training and exercise courses at the City's request. Change Orders will be used to approve training and/or exercises and can modify the existing scope of work for specialty and other ad-hoc training and exercises on an as needed basis. Change Orders will be drafted by the UASI Grant Coordinator, reviewed and approved by the Contractor, then forwarded to the Chief of Police and the City Manager for the City of Santa Ana or their designees for approval.
- b. Any change order that contains any terms contrary to services provided within this Agreement shall be void, unless City and Consultant have expressly agreed in a writing, requiring approval by the City Manager and the City Attorney's office. Consultant agrees and understands that substantive changes to the terms of the Agreement are subject to approval by the City Council.

3. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit B. Any compensation payable to Contractor shall be paid from a portion of the above-referenced UASI grant awarded to the City in the amount of \$3,147,600, which shall serve as the total amount payable for all training and exercise programs supplied under RFQ No. 20-062.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work that fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

4. TERM

This Agreement shall commence on the date stated above and continue through November 30, 2023, unless terminated earlier in accordance with Section 18, below. The term of this Agreement may be extended for up to two (2) one (1) year period upon a writing executed by the City Manager and the City Attorney and subject to funding.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor

performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

- c. Worker's Compensation Insurance. In accordance with the California Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Contractor pursuant to this section:
 - (i) Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - (iii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
 - (iv) Contractor shall supply City with a fully executed additional insured endorsement.
- f. If Contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to terminate this Agreement. Such termination shall not affect Contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Contractor agrees to and shall indemnify, defend, and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligence or willful misconduct of the Contractor or its, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement.

This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Contractor's indemnification obligations in this section shall survive expiration of this Agreement.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless City, its officers, agents, representatives, and employees against any and all liability or losses, including costs and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright, alleged or contained in the work product or documents provided or used by Contractor under this Agreement.

10. CONFORMITY WITH LAW AND SAFETY

In performing any services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over the scope of services, including all provisions of the California Occupational Safety and Health Act. Contractor shall indemnify, defend, and hold harmless City from any and all liability, fines, penalties, and consequences from any of Contractor's failures to comply with such laws, ordinances, codes, and regulations.

11. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

12. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that

it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

13. CONFLICT OF INTEREST CLAUSE

- a. Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with the performance of services specified under this Agreement.
- b. The parties understand that outside parties, subject to receipt of financial benefit from UASI funding, as noted in Recital Section B and the RFQ, are often utilized by the ASA UASI as subject matter expert reviewing training and exercise proposals. To avoid potential conflict of interest of engaging sub-contractors, subject to receipt of financial benefit from UASI funding, shall not be engaged by the Contractor as a sub-contractor to provide the services provided in this Agreement, or any change order or amendment thereto.

14. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax 714- 647-6956

With courtesy copies to:

Roland Andrade, Sergeant
UASI Grant Coordinator
Homeland Security Division
Santa Ana Police Department

60 Civic Center Plaza
Santa Ana, CA 92701

To Contractor:

Sandra Bryant, CEO
Elite Command Training
26741 Portola Parkway, Ste. 1E #833
Foothill Ranch, CA. 92610
(626) 290-6007
elite@elitecommandtraining.com

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

15. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter therein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

16. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

17. WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, City may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

19. NONDISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

20. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

21. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of

Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

22. CERTIFICATIONS

a. Debarment and Suspension. Contractor will comply, and all its subcontractors will comply, with applicable federal suspension and debarment regulations including, but not limited to, Executive Orders 12549 and 12689, and 2 Code of Federal Regulations (CFR) §200.212 and codified in 2 CFR Part 200.

b. Section 504 of the Rehabilitation Act of 1973. All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified disabled person shall, solely by reason of disability be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. Contractor agrees it will ensure that requirements of The Act shall be included in any agreements with and be binding on all of its subcontractors, assignees, or successors.

c. Americans with Disabilities Act of 1990 (ADA). Contractor must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

d. Lobbying and Political Activity. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

e. Contractor will comply, and all its subcontractors will comply, with all applicable lobbying prohibitions and laws, including those found in United States Code Title 31, § 1352, et seq., and agrees that none of the funds provided under this award may be expended by the Contractor to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.

f. Contractor will comply, and all its subcontractors will comply, with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), as applicable.

g. Non-Discrimination and Equal Opportunity. Contractor will comply, and all its subcontractors will comply, with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; Section 523 and 527 of the Public Health Service Act of

1912, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against Contractor, Contractor will forward a copy of the findings to City, which will, in turn, submit the findings to the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice.

h. Contractor will comply, and all its subcontractors will comply, with all requirements of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment-Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), as applicable.

i. Contractor will comply, and all its subcontractors will comply, with all requirements of the California Public Contract Code Section 10295.3, as applicable.

j. Contractor will comply, and all its subcontractors will comply, with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

k. Contractor will comply, and all its subcontractors will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

l. Contractor will comply, and all its subcontractors will comply, with all requirements of Sections 103 and 107 of the Contract Work and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

m. Contractor will comply, and all its subcontractors will comply, with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR part 15), as applicable.

n. Contractor will comply, and all its subcontractors will comply, with all requirements of the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), (53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995), as applicable.

o. Contractor will comply, and all its subcontractors will comply, with all requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as applicable.

p. Contractor agrees that the Department of Homeland Security shall have the authority to seek patent rights for any process, product, invention or discovery developed and paid for with funding through this Agreement based on the requirements of 37 CFR§ 401, as applicable.

q Contractor may copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement. However, the federal awarding agency, State Administrative Agency (SAA), and City reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government, SAA and/or City purpose:

(1) the copyright in any work developed through this Agreement; and

(2) any rights of copyright to which the Contractor purchases ownership with support through this grant. The Federal government's, SAA's and City's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

23. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[signature page to follow]

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

ATTEST:

CITY OF SANTA ANA

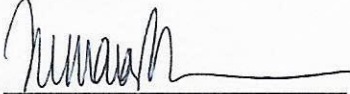
Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

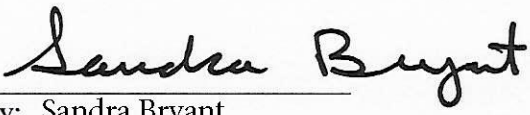
APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONTRACTOR:

By: 

Tamara Bogosian
Senior Assistant City Attorney



By: Sandra Bryant
Title: CEO

RECOMMENDED FOR APPROVAL:

David Valentin
Chief of Police

EXHIBIT A

SCOPE OF SERVICES

I. REQUIREMENTS

The specific requirements of this RFQ have been listed in two sections to allow proposers to respond to either, the training courses component, the exercise component, or both. There is no requirement the Proposer must respond to both components of the RFQ.

II. TRAINING COURSES

A. ASAUA currently requires training courses in the following specific disciplines:

- Law Enforcement/Tactical
- Fire/Emergency Medical
- Public Health
- Emergency Management
- Cyber Security

B. Contractor shall conduct training courses, which it has been successfully prequalified for, at various locations/venues within the ASAUA.

C. Contractor shall prepare course flyers, register attendees, record attendance by signed roster, provide certificates of completions, and verify course completion by the participants.

D. Contractor shall prepare and present specified training courses. Course material shall be available at the time the training is provided for each of the training courses the proposer has outlined in their SOQ.

E. All training courses presented must meet state and federal guidelines and be approved by Cal OES and DHS for reimbursement under the Homeland Security Grant Program prior to delivery. Refer to the Cal OES website at: <http://www.caloes.ca.gov/cal-oes-divisions/california-specialized-training-institute> and the DHS website at: <https://www.fema.gov/training> for further information regarding state and federal guidelines for Department of Homeland Security grants. If any portion of the training course occurs outside of the classroom, an Environmental & Historic Preservation (EHP) approval must be obtained from FEMA/Cal OES prior to delivery of the course. The EHP approval is location specific and if an EHP approval is required, one must be obtained for each location where the course is delivered. It shall be the responsibility of the Proposer to complete all of the forms and documentation necessary to obtain the required approvals. Contractor shall ensure that, when required, an Environmental Historic Preservation (EHP) approval has been issued to the ASAUA before delivery of the training course. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist the Proposer with the submission of the requests for approval. The City shall not be billed for any costs associated with obtaining these approvals.

- F. Contractor shall offer course content that satisfies the five preparedness priorities identified in the ASUA Multiyear Training & Exercises plan. The ASUA MTEP is attached for reference.
- G. Contractor shall provide all required training material, handouts, course syllabus and/or written curriculum.
- H. Contractor shall collect written survey comments/course evaluations from participants at the conclusion of every course offered. Survey/course evaluations will be conducted in a manner specified by the City. A standardized course survey form will be provided to the successful proposers. A record of responses shall be maintained throughout the term of the agreement by Contractor, and organized by training course, date, instructor, etc. Frequently mentioned comments shall be reported to City Project Manager. Electronic reporting shall be made available to the City upon request.
- I. City reserves the right to cancel training courses with fourteen (14) calendar days' notice of delivery date. City shall not be charged for the class, travel costs, or training materials by Contractor if cancellation occurs within this period.
- J. City reserves the right to cancel training courses for student minimums not being met.
- K. Contractor shall provide and assign high quality instructors on a consistent basis to deliver the specified courses.
- L. All instructors shall use the methods suggested by the training protocols established, such as maintaining and updating each training syllabus; introducing and following objectives for each class; completing training as described; and utilizing training aids such as audio/visual systems.
- M. Contractor and all its instructors shall provide immediate feedback to the City via the ASUA Homeland Security Regional Training and Exercise Program Manager regarding all customer requests for new or additional services, or to report complaints.
- N. Contractor will be paid for services rendered. Training days are generally eight (8) hours long (e.g. 8:00 AM – 5:00 PM), including a one (1) hour lunch break. Schedule should include regular breaks on a 50/10 break ratio – for every fifty (50) minutes of instruction, there should be a ten (10) minute break. Half days are defined as four (4) hours or less of instruction.
- O. Training venues may be provided by the City or by hosting agencies based on the needs of the course. Contractor must be able to secure training sites at any of the jurisdictions within the ASUA.
- P. All Contractor-developed courses must be approved by California Office of Emergency Services (Cal OES) for reimbursement under the Homeland Security Grant Program prior to delivery. It is the responsibility of the Contractor to prepare all forms and documentation necessary to obtain all course approvals at its cost. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of the

requests for approval. The City shall not be billed for any costs associated with obtaining these approvals.

- Q. The anticipated start date of this agreement is Winter of 2020. Usage under agreements awarded as a result of this RFQ will begin at this time.
- R. Depending on the training or exercise, Contractor's instructors and courses may be required to be California Peace Officer Standards & Training (POST) certified or California State Fire Marshal approved. It shall be the responsibility of the Contractor to obtain all POST certifications and California State Fire Marshal course approvals at its cost. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of the requests for certifications and approval. The City shall not be billed for any costs associated with obtaining these certifications and approvals.
- S. A list of "approved" courses is available from Cal OES at www.caloes.ca.gov and a list of Federal Emergency Management Agency (FEMA) approved classes is available at www.fema.gov/training
- T. Contractors are responsible for providing all course materials and delivering it to the site(s) of all training at their cost.
- U. Contractor must work with the ASAUA Homeland Security Regional Training and Exercise Program Manager and requesting agencies to coordinate the training calendar and venue.
- V. When required, Contractor must obtain the applicable certifications for developed courses before training begins. The need for certification will be determined by the ASAUA Training & Exercise Program Manager. It shall be the responsibility of the Contractor to complete all forms and documentation necessary to obtain the required certifications at its cost. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist the Proposer with the submission of the requests for certification. The City shall not be billed for any costs associated with obtaining these certifications.
- W. Contractor will be required to obtain Emergency Medical Association (EMA) or Emergency Management Institute (EMI) certification on developed courses at its cost if the course content contains materials that require state and/or federal certification. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist the Contractor with the submission of the requests for certification. The City shall not be billed for any costs associated with obtaining these certifications.
- X. Contractor may not charge the City for materials brought to the class that are not utilized.
- Y. Proposers may be selected to provide training based on their expertise within a specific discipline.
- Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health

- Emergency Management
- Cyber Security

- Z. Contractors shall ensure that training participants are members of agencies or organizations located or operating within the ASAUA, or have been approved by the ASAUA Training & Exercise Program Manager or his designee.

III. DELIVERABLES / REPORTS FOR TRAINING COURSES

A. Course Surveys / Evaluations

1. Course surveys/evaluations results will be tabulated and scored by Contractor. Summary of the results will be provided to the ASAUA Training & Exercise Program Manager.
2. Completed course survey/evaluation forms will be provided to the ASAUA Training & Exercise Program Manager within 30 days of delivery of the training course.

- B. Contractor must provide course flyers for all training courses to be delivered at its cost. The City will manage distribution of such flyers.

- C. Contractor must provide to the ASAUA Training & Exercise Program Manager all rosters and sign-in sheets upon completion of the training course for all training courses delivered. Contractor shall maintain a record of all original and electronic copies of all sign-in sheets. Electronic copies of rosters and sign-in sheets must be submitted along with invoices issued to City.

- D. Contractor shall provide certificates of completion to all students that successfully complete a training course at the conclusion of the training course and provide copies of the certificates to the ASAUA Training & Exercise Program Manager within 30 days of delivery of the training course. Contractor shall maintain a record of all certificates provided students.

IV. QUANTITIES FOR TRAINING COURSES

Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

V. PRICING FOR TRAINING COURSES

- A. Unless otherwise stated, Proposer agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
- B. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
- C. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- D. Pricing shall include any and all payment incentives available to the City.

- E. Proposers are advised that in the evaluation of costs, if applicable, it will be assumed the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
- F. Federal and State minimum wage laws apply. The City has no requirements for living wages. The City is not imposing any additional requirements regarding wages.

VI. AWARD FOR TRAINING COURSES

- A. City reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ, from any Exhibits attached hereto, or from any subsequent addenda; to waive informalities and minor irregularities in responses received; and to provide an opportunity for Proposers to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the City.
- B. The City reserves the right to award an agreement to a single Proposer or multiple Proposers.
- C. The City has the right to decline to award an agreement or any part thereof for any reason.
- D. City Council approval to award an Agreement pursuant to this RFQ will be required.
- E. Any agreement must be negotiated, finalized, and approved by the recommend Contractor prior to City Council approval.
- F. RFQ specifications, terms, conditions, and Exhibits, RFQ Addenda, and SOQs, may be incorporated into and made a part of any agreement that may be awarded as a result of this RFQ.

VII. METHOD OF ORDERING TRAINING COURSES

- A. As training is required, subsequent solicitations in the form of requests for firm price quotations and scope of work will be requested from Contractors with which the City has an Agreement.
- B. Individual order price quotations shall be provided upon request per project and shall include, but not be limited to, an identifying (quotation) number, date, City of Santa Ana agreement number, requestor name and phone number, ship to location, itemization of services with complete description and price per item and a summary of total cost for services, shipping, and tax.
- C. Price quotations will be reviewed and Contractor(s) will be selected by the UASI Grant Office. Purchase Orders (POs) will be issued upon approval of written itemized quotations received from Contractor(s). The City shall not be obligated to accept the lowest priced quotation, but will award individual projects in the best interests of the City after all factors have been evaluated. City reserves the right to negotiate scope of work and pricing prior to award of any project.

- D. POs will be transmitted electronically, and shall be the only authorization for the Contractor to place an order.
- E. POs and payments for service will be issued only in the name of the Contractor.
- F. Contractor shall adapt to changes to the ordering method or ordering procedures as required by the City during the term of the agreement.
- G. Change orders shall be agreed upon by Contractor and City, and issued as needed in writing by the City.

VIII. ACCOUNT MANAGER / SUPPORT STAFF FOR TRAINING COURSES

- A. Proposer shall provide a dedicated, competent Account Manager who shall be responsible for the City's account / agreement. The Account Manager shall receive all orders from the City and shall be the primary contact for all issues regarding the Proposer's response to this RFQ and any agreement which may arise pursuant to this RFQ.
- B. Proposer shall also provide adequate, competent support staff that shall be able to service the City during normal working hours (7:00 AM – 5:00 PM), Monday through Friday. Such representative(s) shall be knowledgeable about the agreement, training offered, and able to identify and resolve quickly any issues included, but not limited to order and invoicing problems.
- C. Contractor's Account Manager shall be familiar with City requirements and standards and work with the City to ensure that established standards are adhered to.
- D. Contractor's Account Manager shall keep the City and ASAUA Training & Exercise Program Manager informed of requests from departments.

IX. EXERCISES

- A. ASAUA requires seminars, workshops, tabletops, drills, functional, and full-scale exercises in the following specific disciplines:
 - Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health
 - Emergency Management
 - Cyber Security
- B. Contractor shall conduct seminars, workshops, tabletops, drills, functional, and full-scale exercises at various locations/venues within the ASAUA. All drills, functional and full scale exercises will require an EHP approval from FEMA/Cal OES prior to delivery. It shall be the responsibility of the Contractor to complete all forms and documentation necessary to obtain the required EHP approvals at its cost. Contractor shall ensure that, when required, an Environmental Historic Preservation (EHP) approval letter has been issued to the ASAUA before delivery of any seminars, workshops, tabletops, drills, functional, and full-scale

exercises. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of requests for approval.

- C. All exercises must be conducted in a manner which adheres to all applicable state and federal guidelines, including exercise design and development guidelines outlined in the HSEEP.
- D. When conducting seminars, workshops, tabletops, drills, functional and full-scale exercises, Contractor shall provide all required exercise consumables, printed materials, handouts, and other materials such as, but not limited to, exercise manuals, special effects, actor moulage, supplies, signage, etc. at its cost. The City shall not be billed nor will it accept requests for reimbursements and/or billing.
- E. Contractor shall provide and assign high quality personnel such as exercise designers, directors, controllers, evaluators, and support personnel on a consistent basis to deliver the specified seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- F. Contractor shall provide all multi-media devices necessary for presentations during seminars, workshops, tabletops, drills, functional, full-scale exercises, and any planning meetings and conferences.
- G. Contractor and its exercise personnel shall provide immediate feedback to the City via the ASUA Homeland Security Regional Training and Exercise Program Manager regarding all customer requests for new or additional services or to report complaints.
- H. Seminar, workshop, tabletop, drill, functional and full-scale exercise venues may be provided by the City or by hosting agencies based on the needs of the exercise. Contractor must be able to secure exercise sites at any of the jurisdictions within the ASUA.
- I. Contractor is responsible for providing exercise materials and delivering it to the site(s) of all seminars, workshops, tabletops, drills, functional and full-scale exercises at its cost. The City shall not be billed nor will it accept requests for reimbursements and/or billing.
- J. Contractor may not charge the City for materials brought to the seminars, workshops, tabletops, drills, functional, and full-scale exercises that are not utilized.
- K. Contractor shall ensure that exercise participants are members of agencies or organizations located or operating within the ASUA, or have been approved by the ASUA Training & Exercise Program Manager or his designee.

X. QUALIFICATIONS – HOMELAND SECURITY EXERCISE EXPERIENCE

The following elements outline the type of experience and expertise proposers should possess related to the development and delivery of seminars, workshops, tabletops, drills, functional and full-scale exercises. Proposers will document their experience and expertise in their SOQs.

ASUA requires seminars, workshops, tabletops, drills, functional and full-scale exercises in the following specific disciplines:

- Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health
 - Emergency Management
 - Cyber Security
- A. Proposer should be experienced and proficient in the design and delivery of relevant homeland security related seminars, workshops, tabletops, drills, functional and full-scale exercises.
 - B. Proposer should have staff that is experienced and proficient in developing seminars, workshops, tabletops, and drills, functional and full-scale exercises in accordance with HSEEP guidelines.
 - C. Proposer should have staff that is experienced and proficient in conducting seminars, workshops, tabletops, drills, functional and full-scale exercises in accordance with HSEEP guidelines.
 - D. Proposer should have staff that is experienced and proficient in providing training to and coordinating exercise evaluators, controllers, and Simulation Cell operators.

XI. DELIVERABLES / REPORTS FOR EXERCISES

- A. Exercise Documents: Contractor shall provide all documents necessary to conduct seminars, workshops, tabletops, drills, functional and full-scale exercises in accordance with HSEEP guidelines. These documents should include, but not be limited to: Exercise Plan, Controller/Evaluator Plan, Master Scenario Events List (MSEL), Exercise Evaluation Guides, etc.
- B. Contractor must provide rosters, sign-in sheets, and presentation materials for all planning meetings conducted in support of all seminars, workshops, tabletops, drills, functional and full-scale exercises and will deliver to the ASUA Training & Exercise Program Manager upon completion of the planning activity at its cost.
- C. Contractor must complete After Action Reports (AARs) for all seminars, workshops, tabletops, drills, functional and full-scale exercises. Copies of these AARs must be provided to the ASUA Training & Exercise Program Coordinator within 60 days of any seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- D. Contractor must complete an Improvement Plan for each seminar, workshop, tabletop, drill, functional and full-scale exercise delivered. Copies of the Improvement Plan will be provided to the ASUA Training & Exercise Coordinator within 60 calendar days of any seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- E. Proposer shall upload, on behalf of the ASUA, all necessary AARs and Improvement Plans into HSEEP within 60 calendar days of completing any exercise activity.

XII. QUANTITIES FOR EXERCISES

Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

XIII. PRICING FOR EXERCISES

- A. All price quotes offered during an informal request for quote process will remain firm for the term of the resulting PO under the Agreement.
- B. Unless otherwise stated, Proposer agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
- C. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
- D. Any price increase or decrease for subsequent contract terms may be negotiated between Proposer and City only after completion of the initial term.
- E. Taxes and freight charges:
 - 1. The City is soliciting a total price per single delivery of each seminar, workshop, tabletop, drill, functional, and full-scale exercise. The price quoted for each seminar, workshop, tabletop, drill, functional, and full-scale exercise shall be the total cost the City will pay including Sales, Use, or other taxes and all other charges.
 - 2. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or any other purpose, except taxes legally payable by City, will be paid by the City unless expressly included and itemized in the SOQ.
 - 3. Amount paid for transportation of property to the City of Santa Ana is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee is the City of Santa Ana; as such papers may be acceptable by the carrier as proof of the exempt character of the shipment.
 - 4. Articles sold to the City of Santa Ana are exempt from certain Federal excise taxes. The City will furnish an exemption certificate.
- F. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- G. Price quotes shall include any and all payment incentives available to the City.
- H. Proposer are advised that in the evaluation of costs, if applicable, it will be assumed the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

- I. Federal and State minimum wage laws apply. The City has no requirements for living wages. The City is not imposing any additional requirements regarding wages.

XIV. AWARD FOR EXERCISES

- A. The City reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for proposers to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the City.
- B. The City reserves the right to award to a single or multiple proposers.
- C. The City has the right to decline to award an agreement or any part thereof for any reason.
- D. City Council approval to award an Agreement will be required.
- E. Agreement must be negotiated, finalized, and signed by the recommend awardee(s) prior to City Council approval.
- F. Final Agreement terms and conditions will be negotiated with the selected Contractors.
- G. The RFQ specifications, terms, conditions, and Exhibits, RFQ Addenda and Proposer's SOQ, may be incorporated into and made a part of any agreement that may be awarded as a result of this RFQ.

XV. METHOD OF ORDERING FOR EXERCISES

- A. As exercises are required, subsequent solicitations in the form of requests for firm price quotations and scope of work will be requested from Contractors with which the City has an Agreement.
- B. Contractors who have been qualified will be provided a scope of work for the desired seminar, workshop, tabletop, drill, functional or full-scale exercise and requested to provide a written quotation. These quotations will be reviewed and evaluated by the ASAUA Grant Office. The City shall not be obligated to accept the lowest priced quotation, but will award individual projects in the best interests of the City after all factors have been evaluated. City reserves the right to negotiate scope of work and pricing prior to award of any project.
- C. Individual order price quotations shall be provided upon request per project and shall include, but not be limited to, an identifying (quotation) number, date, City of Santa Ana agreement number, requestor name and phone number, ship to location, itemization of services with complete description and price per item and a summary of total cost for services, shipping, and tax.
- D. Purchase Orders (POs) will be issued upon approval of written itemized quotations received from the Contractor(s).

- E. POs will be faxed, transmitted electronically, or mailed and shall be the only authorization for the Contractor to place an order.
- F. POs and payments for service will be issued only in the name of the Contractor.
- G. Contractor shall adapt to changes to the ordering method or ordering procedures as required by the City during the term of the agreement.
- H. Change orders shall be agreed upon by Contractor and City and issued as needed in writing by the City.

XVI. ACCOUNT MANAGER / SUPPORT STAFF FOR EXERCISES

- A. Proposer shall provide a dedicated competent account manager who shall be responsible for the City account / agreement. The account manager shall receive all orders from the City and shall be the primary contact for all issues regarding the Proposer's response to this RFQ and any agreement which may arise pursuant to this RFQ.
- B. Proposer shall also provide adequate, competent support staff that shall be able to service the City during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the agreement, training offered, and able to identify and resolve quickly any issues included, but not limited to order and invoicing problems.
- C. Proposer account manager shall be familiar with City requirements and standards and work with the City to ensure that established standards are adhered to.

Proposer account manager shall keep the City and ASAUA Training & Exercise Program Manager informed of requests from departments as required.

XVII. INVOICING FOR TRAINING AND/OR EXERCISE COURSES

- A. Contractor shall invoice the City, unless otherwise advised, upon satisfactory receipt of performance of services.
- B. City will use best efforts to make payments within forty-five (45) days following receipt and review of invoice and upon complete satisfactory receipt of performance of services.
- C. Invoices should be Emailed to:

Sgt. Roland Andrade
Santa Ana Police Department
Homeland Security Division / M-18
60 Civic Center Plaza
P.O. Box 1981
Santa Ana, CA 92701
Email: RAndrade2@santa-ana.org

- D. City shall notify Contractor of any adjustments required to invoices.

E. Invoices shall include, at minimum:

- City PO number (if applicable);
- Invoice number;
- Agreement number;
- Remit to address;
- Itemized services;
- Course description
- Pricing as per agreement;
- Instructor name;
- Number of participants;
- Course date(s); and
- Shall be accompanied by acceptable proof of delivery.

F. Contractor shall utilize standardized invoices upon request.

G. Invoices shall only be issued by the Contractor who is awarded an agreement.

H. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.

EXHIBIT B

COSTS – TRAINING CLASSES AND EXERCISES

TRAINING		
Course Title	Description	Total Course Cost (Estimated)
AH-330: Strike Team/Task Force Leader All Hazards	This course is designed to provide the skills and knowledge needed to perform in the position of Strike Team/Task Force Leader. Topics include position overview; pre-deployment responsibilities; concept of the position; resource typing standards; pre-dispatch preparation; incident responsibilities; administration; supervision; response; assignment; demobilization; tactics and safety; risk management; entrapment avoidance; WUI; case studies; scenarios; appropriate action vs. freelancing.	\$5,800
Command and Control of the RIC Deployment	This command level awareness course provides students with the terminology and methodology that is employed during a RIC development.	\$3,500
E/L 950: Incident Commander	This course is designed to provide local and state-level emergency responders with a robust understanding of the duties, responsibilities, and capabilities of an effective IC on an All-Hazards Incident Management Team.	\$9,990
E/L 952: Public Information Officer	This course is designed for a PIO assigned to an incident as a member of an All-Hazard Incident Management Team (AHIMTs), Local IMTs, as well as for the PIO assigned to an incident as an assistant PIO in a variety of capacities.	\$9,900
E/L 954: Safety Officer	This course is designed to provide local and state-level emergency responders with a robust understanding of the duties, responsibilities, and capabilities of an effective SOFR on an All-Hazards Incident Management Team.	\$8,500
E/L 956: Liaison Officer	This course is designed to provide local and state-level emergency responders with a robust understanding of the duties, responsibilities, and capabilities of an effective LOFR on an All-Hazards Incident Management Team.	\$3,850

E/L 958: Operations Section Chief	This course is designed to provide local and state-level emergency responders with a robust understanding of the duties, responsibilities, and capabilities of an effective OSC on an All-Hazards Incident Management Team.	\$9,990
E/L 960: Division/Group Supervisor All Risk	This course is designed to provide local and state-level emergency responders with a robust understanding of the duties, responsibilities, and capabilities of an effective DIVS on an All-Hazards Incident Management Team.	\$5,500
E/L 962: Planning Section Chief	This course is designed to provide local and state-level emergency responders with a robust understanding of the duties, responsibilities, and capabilities of an effective PSC on an All-Hazards Incident Management Team.	\$9,990
E/L 964: Situation Unit Leader	This course helps attendees establish the essential core competencies required for performing the duties of the SITL in an all-hazards incident. This course addresses all responsibilities appropriate to a SITL operating in a local- or state-level AHIMT.	\$9,750
E/L 965: Resources Unit Leader	This course addresses all roles and responsibilities appropriate to a All-Hazards Resources Unit Leader operating in a local or state-level AHIMT or as a single resource.	\$9,750
E/L 967: Logistics Section Chief	This course is designed to provide local and state-level emergency responders with a robust understanding of the duties, responsibilities, and capabilities of an effective LSC on an All-Hazards Incident Management Team.	\$10,500
E/L 969: Communications Unit Leader	This course addresses all roles and responsibilities appropriate to a COML operating in a local or state-level AHIMT.	\$7,800
E/L 970: Supply Unit Leader	This course helps participants establish the essential core competencies required for performing the duties of the Supply Unit Leader (SPUL) in an all-hazards incident. By requiring participants to bring jurisdiction-specific information to the instruction, the course provides a realistic, hands-on approach to mastering the skills of an SPUL organized by the fundamental steps of the ordering process. Participants identify information required for ordering, as well as complete required forms and documentation related to ordering, and anticipate ordering and supply	\$10,500

	needs for the incident. In addition to the ordering process, the course discusses mobilization, setting up and managing the Supply Unit, and demobilization.	
E/L 971: Facilities Unit Leader	This course addresses s all roles and responsibilities appropriate to a Facilities Unit Leader operating on a local or state-level AHIMT.	\$10,500
E/L 973: Finance/Admin Section Chief	This course addresses all roles and responsibilities appropriate to a Finance Section Chief operating in a local or state-level AHIMT. These responsibilities fall into two categories: Finance Section Chief duties 1) managing the Finance/Administration Section personnel and 2) managing the finances and administrative responsibilities during an incident.	\$9,000
E/L 975: Finance/Admin Unit Leader	This course addresses all roles and responsibilities appropriate to operating in one of the Finance/Administration Unit Leader positions on a local or state-level AHIMT or single resource assignment. These responsibilities fall into two categories: 1) responding to the incident and the command needs of the incident, and 2) effectively fulfilling the position responsibilities of a Finance Administration Unit Leader on an AHIMT or as a single resource.	\$8,300
E/L 984: Task Force/Strike Team Leader	This course addresses the roles and responsibilities appropriate to a Task Force/Strike Team Leader operating on concert with local or state-level AHIMT. These responsibilities fall into tow categories: (1) responding to the incident and the commend needs of the incident, and (2) effectively fulfilling the position responsibilities of a Task Force/Strike Team Leader in conjunction with an AHIMT.	\$6,000

E/L 986: Air Support Group Supervisor	The Air Support Group Supervisor (ASGS) course is intended to provide local- and state-level emergency responders with an overview of key duties and responsibilities of an ASGS in a Type 3 All-Hazards Incident Management Team (AHIMT). The course walks participants through general information, including an overview of the fixed wing, rotor wing, and military operations, as well as information on incident mobilization, initial situational awareness, and unit management. It also provides detailed instruction on responding to the incident and the command needs of the incident, as well as emphasizing the importance of risk management and safety considerations.	\$8,000
E/L 987: Introduction to Air Operations	This course is intended to familiarize participants with the basic concepts of air operations of an Incident Management Team (IMT) and/or through the NIMS/ICS system. The course walks participants through general information and aviation related regulations, including an overview of the fixed wing, rotor wing, and military operations. It also provides detailed instruction on responding to the incident and the command needs of the incident, as well as emphasizing the importance of risk management and safety considerations.	\$7,000
I-100: Introduction to the Incident Command System	The course provides training and resources, for first-responder personnel who require an introduction to the Incident Command System. The course is designed to enable personnel to operate efficiently during an incident or event within the ICS, SEMS, or NIMS.	\$3,000
I-200: Basic Incident Command System for Initial Response	This course introduces students to the principles of the Incident Command System (ICS) associated with incident-related performance.	\$4,000
I-300: Intermediate ICS for Expanding Incidents	This course provides description and detail of the Incident Command System (ICS) organization and operations in supervisory roles on expanding or Type 3 incidents.	\$8,000
I-400: Advanced ICS for Command and General Staff	This course directs the student towards an operational understanding of large single-agency and complex multi-agency/multi-jurisdictional incident responses.	\$6,000

I-700: National Incident Management System, An Introduction	This course provides an overview of the National Incident Management System (NIMS). The National Incident Management System defines the comprehensive approach guiding the whole community - all levels of government, nongovernmental organizations (NGO), and the private sector - to work together seamlessly to prevent, protect against, mitigate, respond to, and recover from the effects of incidents. The course provides learners with a basic understanding of NIMS concepts, principles, and components.	\$3,000
I-800: National Response Framework, An Introduction	The goal of the IS-0800.d, National Response Framework, An Introduction, is to provide guidance for the whole community. Within this broad audience, the National Response Framework focuses especially on those who are involved in delivering and applying the response core capabilities	\$3,000
O-305 - Type 3 Incident Management Team	This course is designed for those who are assigned to function in a Type 3 IMT during a large/complex incident, typically extending into the second operational period. The Type 3 IMT can either support an existing ICS structure, or can assume command of an incident if requested to do so.	\$22,000
S-200: Initial Attack Incident Commander	This course is designed to meet the training needs of the Incident Command Type 4.	\$4,000
S-339 AR: Division/Group Supervisor All Risk	Prepares students to perform in the role of Division/Group Supervisor and provides instruction in support of the specific tasks of the DIVS.	\$7,000
S-400: Incident Commander	Topics include team administration, communication, information/intelligence processing, agency administrator and IC responsibilities, transfer of command, and demobilization.	\$8,000
S-403: Information Officer	This course meets the training requirements for a Public Information Officer Type 2. Topics include information organization and assignment, developing a communications strategy, information operations, creating a safe environment, effective media relations, incident within an incident, community relations analysis, documentation, demobilization, and transitioning.	\$6,000

S-404: Safety Officer All Risk	Designed to meet the training needs of the Safety Officer position in the incident command system.	\$8,500
S-420: Command and General Staff	Designed to prepare the student to function effectively in the position of a Type 2 Incident Commander, Command, or General Staff. The focus is on the application of previously acquired knowledge and skills. Students will participate in two types of groups (teams and similar positions) during exercises that include simulation of the mobilization, management, and demobilization phases of a rapidly accelerating Type 2 wildfire that has potential to become a Type 1 incident.	\$35,000
S-440: Planning Section Chief	Designed to meet a portion of the training needs of the Planning Section Chief Type 2.	\$9,900

**AGREEMENT TO PROVIDE TRAINING COURSES AND EXERCISES
FOR THE ANAHEIM / SANTA ANA URBAN AREA ON AN AS-NEEDED BASIS**

THIS AGREEMENT is made and entered into this 1st day of December, 2020, by and between Nusura INC. (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On August 10, 2020, the Santa Ana Police Department (“SAPD”) issued Request for Qualifications No. 20-062 (“RFQ”), by which it sought to identify and qualify suitable vendors capable of delivering a broad choice of homeland security-related training courses and exercises conducted by professionals in the fields of law, fire, public health, emergency management and cybersecurity.
- B. These courses are in support of the Anaheim/Santa Ana Urban Area (“ASAUA”) Homeland Security Regional Training and Exercise Program and will be funded by a grant awarded to the City by the United States Department of Homeland Security’s Urban Areas Security Initiative (“UASI”) and administered by SAPD. The ASAUA consists of the incorporated cities in Orange County and the police departments of the University of California, Irvine, California State University, Fullerton, and community colleges in the County of Orange.
- C. Through SAPD, the training and exercise programs will be made available to agencies in the ASAUA on an as-needed basis to enhance domestic preparedness for acts of terrorism.
- D. Contractor submitted a responsive proposal that was among those selected by the City.
- E. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an as-needed basis, and at the sole discretion of City, Contractor shall conduct the training and/or exercise programs described in the scope of services provided in the RFQ and attached hereto as **Exhibit A**. Contractor’s proposal is incorporated by reference as though fully set forth herein. In the performance of all services, Contractor shall comply and provide the required training/classes and exercises attached hereto as **Exhibit B**.

2. CHANGE ORDERS/AMENDMENTS

- a. To maintain flexibility that allows first responders to address emerging and unforeseeable threats, the ASUA Homeland Security Regional Training and Exercise Program will utilize a Change Order provision to request other training and exercise courses at the City's request. Change Orders will be used to approve training and/or exercises and can modify the existing scope of work for specialty and other ad-hoc training and exercises on an as needed basis. Change Orders will be drafted by the UASI Grant Coordinator, reviewed and approved by the Contractor, then forwarded to the Chief of Police and the City Manager for the City of Santa Ana or their designees for approval.
- b. Any change order that contains any terms contrary to services provided within this Agreement shall be void, unless City and Consultant have expressly agreed in a writing, requiring approval by the City Manager and the City Attorney's office. Consultant agrees and understands that substantive changes to the terms of the Agreement are subject to approval by the City Council.

3. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit B. Any compensation payable to Contractor shall be paid from a portion of the above-referenced UASI grant awarded to the City in the amount of \$3,147,600, which shall serve as the total amount payable for all training and exercise programs supplied under RFQ No. 20-062.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work that fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

4. TERM

This Agreement shall commence on the date stated above and continue through November 30, 2023, unless terminated earlier in accordance with Section 18, below. The term of this Agreement may be extended for up to two (2) one (1) year period upon a writing executed by the City Manager and the City Attorney and subject to funding.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor

performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

- c. Worker's Compensation Insurance. In accordance with the California Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Contractor pursuant to this section:
 - (i) Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - (iii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
 - (iv) Contractor shall supply City with a fully executed additional insured endorsement.
- f. If Contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to terminate this Agreement. Such termination shall not affect Contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Contractor agrees to and shall indemnify, defend, and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligence or willful misconduct of the Contractor or its, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement.

This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Contractor's indemnification obligations in this section shall survive expiration of this Agreement.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless City, its officers, agents, representatives, and employees against any and all liability or losses, including costs and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright, alleged or contained in the work product or documents provided or used by Contractor under this Agreement.

10. CONFORMITY WITH LAW AND SAFETY

In performing any services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over the scope of services, including all provisions of the California Occupational Safety and Health Act. Contractor shall indemnify, defend, and hold harmless City from any and all liability, fines, penalties, and consequences from any of Contractor's failures to comply with such laws, ordinances, codes, and regulations.

11. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

12. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that

it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

13. CONFLICT OF INTEREST CLAUSE

- a. Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with the performance of services specified under this Agreement.
- b. The parties understand that outside parties, subject to receipt of financial benefit from UASI funding, as noted in Recital Section B and the RFQ, are often utilized by the ASA UASI as subject matter expert reviewing training and exercise proposals. To avoid potential conflict of interest of engaging sub-contractors, subject to receipt of financial benefit from UASI funding, shall not be engaged by the Contractor as a sub-contractor to provide the services provided in this Agreement, or any change order or amendment thereto.

14. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
 City of Santa Ana
 20 Civic Center Plaza (M-30)
 P.O. Box 1988
 Santa Ana, CA 92702-1988
 Fax 714- 647-6956

With courtesy copies to:

Roland Andrade, Sergeant
UASI Grant Coordinator
Homeland Security Division
Santa Ana Police Department

60 Civic Center Plaza
Santa Ana, CA 92701

To Contractor:

Mark Amann, Co-Founder
Nusura INC.
4101 E. Louisiana Ave., Suite #400
Denver, CO 80246
(303) 789-9289
Mark.amann@nusura.com

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

15. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter therein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

16. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

17. WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, City may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

19. NONDISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

20. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

21. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of

Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

22. CERTIFICATIONS

a. Debarment and Suspension. Contractor will comply, and all its subcontractors will comply, with applicable federal suspension and debarment regulations including, but not limited to, Executive Orders 12549 and 12689, and 2 Code of Federal Regulations (CFR) §200.212 and codified in 2 CFR Part 200.

b. Section 504 of the Rehabilitation Act of 1973. All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified disabled person shall, solely by reason of disability be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. Contractor agrees it will ensure that requirements of The Act shall be included in any agreements with and be binding on all of its subcontractors, assignees, or successors.

c. Americans with Disabilities Act of 1990 (ADA). Contractor must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

d. Lobbying and Political Activity. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

e. Contractor will comply, and all its subcontractors will comply, with all applicable lobbying prohibitions and laws, including those found in United States Code Title 31, § 1352, et seq., and agrees that none of the funds provided under this award may be expended by the Contractor to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.

f. Contractor will comply, and all its subcontractors will comply, with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), as applicable.

g. Non-Discrimination and Equal Opportunity. Contractor will comply, and all its subcontractors will comply, with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; Section 523 and 527 of the Public Health Service Act of

1912, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against Contractor, Contractor will forward a copy of the findings to City, which will, in turn, submit the findings to the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice.

h. Contractor will comply, and all its subcontractors will comply, with all requirements of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment-Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), as applicable.

i. Contractor will comply, and all its subcontractors will comply, with all requirements of the California Public Contract Code Section 10295.3, as applicable.

j. Contractor will comply, and all its subcontractors will comply, with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

k. Contractor will comply, and all its subcontractors will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

l. Contractor will comply, and all its subcontractors will comply, with all requirements of Sections 103 and 107 of the Contract Work and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

m. Contractor will comply, and all its subcontractors will comply, with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR part 15), as applicable.

n. Contractor will comply, and all its subcontractors will comply, with all requirements of the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), (53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995), as applicable.

o. Contractor will comply, and all its subcontractors will comply, with all requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as applicable.

p. Contractor agrees that the Department of Homeland Security shall have the authority to seek patent rights for any process, product, invention or discovery developed and paid for with funding through this Agreement based on the requirements of 37 CFR§ 401, as applicable.

q Contractor may copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement. However, the federal awarding agency, State Administrative Agency (SAA), and City reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government, SAA and/or City purpose:

(1) the copyright in any work developed through this Agreement; and

(2) any rights of copyright to which the Contractor purchases ownership with support through this grant. The Federal government's, SAA's and City's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

23. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[signature page to follow]

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

ATTEST:

CITY OF SANTA ANA

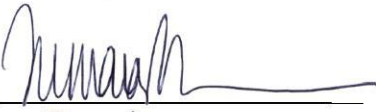
Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONTRACTOR:

By: 

Tamara Bogosian
Senior Assistant City Attorney



By: Mark Amann
Title: Co-founder/Director of
Corporate Development

RECOMMENDED FOR APPROVAL:

David Valentin
Chief of Police

EXHIBIT A

SCOPE OF SERVICES

I. REQUIREMENTS

The specific requirements of this RFQ have been listed in two sections to allow proposers to respond to either, the training courses component, the exercise component, or both. There is no requirement the Proposer must respond to both components of the RFQ.

II. TRAINING COURSES

A. ASUA currently requires training courses in the following specific disciplines:

- Law Enforcement/Tactical
- Fire/Emergency Medical
- Public Health
- Emergency Management
- Cyber Security

B. Contractor shall conduct training courses, which it has been successfully prequalified for, at various locations/venues within the ASUA.

C. Contractor shall prepare course flyers, register attendees, record attendance by signed roster, provide certificates of completions, and verify course completion by the participants.

D. Contractor shall prepare and present specified training courses. Course material shall be available at the time the training is provided for each of the training courses the proposer has outlined in their SOQ.

E. All training courses presented must meet state and federal guidelines and be approved by Cal OES and DHS for reimbursement under the Homeland Security Grant Program prior to delivery. Refer to the Cal OES website at: <http://www.caloes.ca.gov/cal-oes-divisions/california-specialized-training-institute> and the DHS website at: <https://www.fema.gov/training> for further information regarding state and federal guidelines for Department of Homeland Security grants. If any portion of the training course occurs outside of the classroom, an Environmental & Historic Preservation (EHP) approval must be obtained from FEMA/Cal OES prior to delivery of the course. The EHP approval is location specific and if an EHP approval is required, one must be obtained for each location where the course is delivered. It shall be the responsibility of the Proposer to complete all of the forms and documentation necessary to obtain the required approvals. Contractor shall ensure that, when required, an Environmental Historic Preservation (EHP) approval has been issued to the ASUA before delivery of the training course. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist the Proposer with the submission of the requests for approval. The City shall not be billed for any costs associated with obtaining these approvals.

- F. Contractor shall offer course content that satisfies the five preparedness priorities identified in the ASUA Multiyear Training & Exercises plan. The ASUA MTEP is attached for reference.
- G. Contractor shall provide all required training material, handouts, course syllabus and/or written curriculum.
- H. Contractor shall collect written survey comments/course evaluations from participants at the conclusion of every course offered. Survey/course evaluations will be conducted in a manner specified by the City. A standardized course survey form will be provided to the successful proposers. A record of responses shall be maintained throughout the term of the agreement by Contractor, and organized by training course, date, instructor, etc. Frequently mentioned comments shall be reported to City Project Manager. Electronic reporting shall be made available to the City upon request.
- I. City reserves the right to cancel training courses with fourteen (14) calendar days' notice of delivery date. City shall not be charged for the class, travel costs, or training materials by Contractor if cancellation occurs within this period.
- J. City reserves the right to cancel training courses for student minimums not being met.
- K. Contractor shall provide and assign high quality instructors on a consistent basis to deliver the specified courses.
- L. All instructors shall use the methods suggested by the training protocols established, such as maintaining and updating each training syllabus; introducing and following objectives for each class; completing training as described; and utilizing training aids such as audio/visual systems.
- M. Contractor and all its instructors shall provide immediate feedback to the City via the ASUA Homeland Security Regional Training and Exercise Program Manager regarding all customer requests for new or additional services, or to report complaints.
- N. Contractor will be paid for services rendered. Training days are generally eight (8) hours long (e.g. 8:00 AM – 5:00 PM), including a one (1) hour lunch break. Schedule should include regular breaks on a 50/10 break ratio – for every fifty (50) minutes of instruction, there should be a ten (10) minute break. Half days are defined as four (4) hours or less of instruction.
- O. Training venues may be provided by the City or by hosting agencies based on the needs of the course. Contractor must be able to secure training sites at any of the jurisdictions within the ASUA.
- P. All Contractor-developed courses must be approved by California Office of Emergency Services (Cal OES) for reimbursement under the Homeland Security Grant Program prior to delivery. It is the responsibility of the Contractor to prepare all forms and documentation necessary to obtain all course approvals at its cost. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of the

requests for approval. The City shall not be billed for any costs associated with obtaining these approvals.

- Q. The anticipated start date of this agreement is Winter of 2020. Usage under agreements awarded as a result of this RFQ will begin at this time.
- R. Depending on the training or exercise, Contractor's instructors and courses may be required to be California Peace Officer Standards & Training (POST) certified or California State Fire Marshal approved. It shall be the responsibility of the Contractor to obtain all POST certifications and California State Fire Marshal course approvals at its cost. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of the requests for certifications and approval. The City shall not be billed for any costs associated with obtaining these certifications and approvals.
- S. A list of "approved" courses is available from Cal OES at www.caloes.ca.gov and a list of Federal Emergency Management Agency (FEMA) approved classes is available at www.fema.gov/training
- T. Contractors are responsible for providing all course materials and delivering it to the site(s) of all training at their cost.
- U. Contractor must work with the ASAUA Homeland Security Regional Training and Exercise Program Manager and requesting agencies to coordinate the training calendar and venue.
- V. When required, Contractor must obtain the applicable certifications for developed courses before training begins. The need for certification will be determined by the ASAUA Training & Exercise Program Manager. It shall be the responsibility of the Contractor to complete all forms and documentation necessary to obtain the required certifications at its cost. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist the Proposer with the submission of the requests for certification. The City shall not be billed for any costs associated with obtaining these certifications.
- W. Contractor will be required to obtain Emergency Medical Association (EMA) or Emergency Management Institute (EMI) certification on developed courses at its cost if the course content contains materials that require state and/or federal certification. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist the Contractor with the submission of the requests for certification. The City shall not be billed for any costs associated with obtaining these certifications.
- X. Contractor may not charge the City for materials brought to the class that are not utilized.
- Y. Proposers may be selected to provide training based on their expertise within a specific discipline.
- Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health

- Emergency Management
- Cyber Security

- Z. Contractors shall ensure that training participants are members of agencies or organizations located or operating within the ASAUA, or have been approved by the ASAUA Training & Exercise Program Manager or his designee.

III. DELIVERABLES / REPORTS FOR TRAINING COURSES

A. Course Surveys / Evaluations

1. Course surveys/evaluations results will be tabulated and scored by Contractor. Summary of the results will be provided to the ASAUA Training & Exercise Program Manager.
2. Completed course survey/evaluation forms will be provided to the ASAUA Training & Exercise Program Manager within 30 days of delivery of the training course.

- B. Contractor must provide course flyers for all training courses to be delivered at its cost. The City will manage distribution of such flyers.

- C. Contractor must provide to the ASAUA Training & Exercise Program Manager all rosters and sign-in sheets upon completion of the training course for all training courses delivered. Contractor shall maintain a record of all original and electronic copies of all sign-in sheets. Electronic copies of rosters and sign-in sheets must be submitted along with invoices issued to City.

- D. Contractor shall provide certificates of completion to all students that successfully complete a training course at the conclusion of the training course and provide copies of the certificates to the ASAUA Training & Exercise Program Manager within 30 days of delivery of the training course. Contractor shall maintain a record of all certificates provided students.

IV. QUANTITIES FOR TRAINING COURSES

Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

V. PRICING FOR TRAINING COURSES

- A. Unless otherwise stated, Proposer agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
- B. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
- C. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- D. Pricing shall include any and all payment incentives available to the City.

- E. Proposers are advised that in the evaluation of costs, if applicable, it will be assumed the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
- F. Federal and State minimum wage laws apply. The City has no requirements for living wages. The City is not imposing any additional requirements regarding wages.

VI. AWARD FOR TRAINING COURSES

- A. City reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ, from any Exhibits attached hereto, or from any subsequent addenda; to waive informalities and minor irregularities in responses received; and to provide an opportunity for Proposers to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the City.
- B. The City reserves the right to award an agreement to a single Proposer or multiple Proposers.
- C. The City has the right to decline to award an agreement or any part thereof for any reason.
- D. City Council approval to award an Agreement pursuant to this RFQ will be required.
- E. Any agreement must be negotiated, finalized, and approved by the recommend Contractor prior to City Council approval.
- F. RFQ specifications, terms, conditions, and Exhibits, RFQ Addenda, and SOQs, may be incorporated into and made a part of any agreement that may be awarded as a result of this RFQ.

VII. METHOD OF ORDERING TRAINING COURSES

- A. As training is required, subsequent solicitations in the form of requests for firm price quotations and scope of work will be requested from Contractors with which the City has an Agreement.
- B. Individual order price quotations shall be provided upon request per project and shall include, but not be limited to, an identifying (quotation) number, date, City of Santa Ana agreement number, requestor name and phone number, ship to location, itemization of services with complete description and price per item and a summary of total cost for services, shipping, and tax.
- C. Price quotations will be reviewed and Contractor(s) will be selected by the UASI Grant Office. Purchase Orders (POs) will be issued upon approval of written itemized quotations received from Contractor(s). The City shall not be obligated to accept the lowest priced quotation, but will award individual projects in the best interests of the City after all factors have been evaluated. City reserves the right to negotiate scope of work and pricing prior to award of any project.

- D. POs will be transmitted electronically, and shall be the only authorization for the Contractor to place an order.
- E. POs and payments for service will be issued only in the name of the Contractor.
- F. Contractor shall adapt to changes to the ordering method or ordering procedures as required by the City during the term of the agreement.
- G. Change orders shall be agreed upon by Contractor and City, and issued as needed in writing by the City.

VIII. ACCOUNT MANAGER / SUPPORT STAFF FOR TRAINING COURSES

- A. Proposer shall provide a dedicated, competent Account Manager who shall be responsible for the City's account / agreement. The Account Manager shall receive all orders from the City and shall be the primary contact for all issues regarding the Proposer's response to this RFQ and any agreement which may arise pursuant to this RFQ.
- B. Proposer shall also provide adequate, competent support staff that shall be able to service the City during normal working hours (7:00 AM – 5:00 PM), Monday through Friday. Such representative(s) shall be knowledgeable about the agreement, training offered, and able to identify and resolve quickly any issues included, but not limited to order and invoicing problems.
- C. Contractor's Account Manager shall be familiar with City requirements and standards and work with the City to ensure that established standards are adhered to.
- D. Contractor's Account Manager shall keep the City and ASAUA Training & Exercise Program Manager informed of requests from departments.

IX. EXERCISES

- A. ASAUA requires seminars, workshops, tabletops, drills, functional, and full-scale exercises in the following specific disciplines:
 - Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health
 - Emergency Management
 - Cyber Security
- B. Contractor shall conduct seminars, workshops, tabletops, drills, functional, and full-scale exercises at various locations/venues within the ASAUA. All drills, functional and full scale exercises will require an EHP approval from FEMA/Cal OES prior to delivery. It shall be the responsibility of the Contractor to complete all forms and documentation necessary to obtain the required EHP approvals at its cost. Contractor shall ensure that, when required, an Environmental Historic Preservation (EHP) approval letter has been issued to the ASAUA before delivery of any seminars, workshops, tabletops, drills, functional, and full-scale

exercises. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of requests for approval.

- C. All exercises must be conducted in a manner which adheres to all applicable state and federal guidelines, including exercise design and development guidelines outlined in the HSEEP.
- D. When conducting seminars, workshops, tabletops, drills, functional and full-scale exercises, Contractor shall provide all required exercise consumables, printed materials, handouts, and other materials such as, but not limited to, exercise manuals, special effects, actor moulage, supplies, signage, etc. at its cost. The City shall not be billed nor will it accept requests for reimbursements and/or billing.
- E. Contractor shall provide and assign high quality personnel such as exercise designers, directors, controllers, evaluators, and support personnel on a consistent basis to deliver the specified seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- F. Contractor shall provide all multi-media devices necessary for presentations during seminars, workshops, tabletops, drills, functional, full-scale exercises, and any planning meetings and conferences.
- G. Contractor and its exercise personnel shall provide immediate feedback to the City via the ASUA Homeland Security Regional Training and Exercise Program Manager regarding all customer requests for new or additional services or to report complaints.
- H. Seminar, workshop, tabletop, drill, functional and full-scale exercise venues may be provided by the City or by hosting agencies based on the needs of the exercise. Contractor must be able to secure exercise sites at any of the jurisdictions within the ASUA.
- I. Contractor is responsible for providing exercise materials and delivering it to the site(s) of all seminars, workshops, tabletops, drills, functional and full-scale exercises at its cost. The City shall not be billed nor will it accept requests for reimbursements and/or billing.
- J. Contractor may not charge the City for materials brought to the seminars, workshops, tabletops, drills, functional, and full-scale exercises that are not utilized.
- K. Contractor shall ensure that exercise participants are members of agencies or organizations located or operating within the ASUA, or have been approved by the ASUA Training & Exercise Program Manager or his designee.

X. QUALIFICATIONS – HOMELAND SECURITY EXERCISE EXPERIENCE

The following elements outline the type of experience and expertise proposers should possess related to the development and delivery of seminars, workshops, tabletops, drills, functional and full-scale exercises. Proposers will document their experience and expertise in their SOQs.

ASUA requires seminars, workshops, tabletops, drills, functional and full-scale exercises in the following specific disciplines:

- Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health
 - Emergency Management
 - Cyber Security
- A. Proposer should be experienced and proficient in the design and delivery of relevant homeland security related seminars, workshops, tabletops, drills, functional and full-scale exercises.
 - B. Proposer should have staff that is experienced and proficient in developing seminars, workshops, tabletops, and drills, functional and full-scale exercises in accordance with HSEEP guidelines.
 - C. Proposer should have staff that is experienced and proficient in conducting seminars, workshops, tabletops, drills, functional and full-scale exercises in accordance with HSEEP guidelines.
 - D. Proposer should have staff that is experienced and proficient in providing training to and coordinating exercise evaluators, controllers, and Simulation Cell operators.

XI. DELIVERABLES / REPORTS FOR EXERCISES

- A. Exercise Documents: Contractor shall provide all documents necessary to conduct seminars, workshops, tabletops, drills, functional and full-scale exercises in accordance with HSEEP guidelines. These documents should include, but not be limited to: Exercise Plan, Controller/Evaluator Plan, Master Scenario Events List (MSEL), Exercise Evaluation Guides, etc.
- B. Contractor must provide rosters, sign-in sheets, and presentation materials for all planning meetings conducted in support of all seminars, workshops, tabletops, drills, functional and full-scale exercises and will deliver to the ASUA Training & Exercise Program Manager upon completion of the planning activity at its cost.
- C. Contractor must complete After Action Reports (AARs) for all seminars, workshops, tabletops, drills, functional and full-scale exercises. Copies of these AARs must be provided to the ASUA Training & Exercise Program Coordinator within 60 days of any seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- D. Contractor must complete an Improvement Plan for each seminar, workshop, tabletop, drill, functional and full-scale exercise delivered. Copies of the Improvement Plan will be provided to the ASUA Training & Exercise Coordinator within 60 calendar days of any seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- E. Proposer shall upload, on behalf of the ASUA, all necessary AARs and Improvement Plans into HSEEP within 60 calendar days of completing any exercise activity.

XII. QUANTITIES FOR EXERCISES

Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

XIII. PRICING FOR EXERCISES

- A. All price quotes offered during an informal request for quote process will remain firm for the term of the resulting PO under the Agreement.
- B. Unless otherwise stated, Proposer agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
- C. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
- D. Any price increase or decrease for subsequent contract terms may be negotiated between Proposer and City only after completion of the initial term.
- E. Taxes and freight charges:
 - 1. The City is soliciting a total price per single delivery of each seminar, workshop, tabletop, drill, functional, and full-scale exercise. The price quoted for each seminar, workshop, tabletop, drill, functional, and full-scale exercise shall be the total cost the City will pay including Sales, Use, or other taxes and all other charges.
 - 2. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or any other purpose, except taxes legally payable by City, will be paid by the City unless expressly included and itemized in the SOQ.
 - 3. Amount paid for transportation of property to the City of Santa Ana is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee is the City of Santa Ana; as such papers may be acceptable by the carrier as proof of the exempt character of the shipment.
 - 4. Articles sold to the City of Santa Ana are exempt from certain Federal excise taxes. The City will furnish an exemption certificate.
- F. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- G. Price quotes shall include any and all payment incentives available to the City.
- H. Proposer are advised that in the evaluation of costs, if applicable, it will be assumed the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

- I. Federal and State minimum wage laws apply. The City has no requirements for living wages. The City is not imposing any additional requirements regarding wages.

XIV. AWARD FOR EXERCISES

- A. The City reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for proposers to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the City.
- B. The City reserves the right to award to a single or multiple proposers.
- C. The City has the right to decline to award an agreement or any part thereof for any reason.
- D. City Council approval to award an Agreement will be required.
- E. Agreement must be negotiated, finalized, and signed by the recommend awardee(s) prior to City Council approval.
- F. Final Agreement terms and conditions will be negotiated with the selected Contractors.
- G. The RFQ specifications, terms, conditions, and Exhibits, RFQ Addenda and Proposer's SOQ, may be incorporated into and made a part of any agreement that may be awarded as a result of this RFQ.

XV. METHOD OF ORDERING FOR EXERCISES

- A. As exercises are required, subsequent solicitations in the form of requests for firm price quotations and scope of work will be requested from Contractors with which the City has an Agreement.
- B. Contractors who have been qualified will be provided a scope of work for the desired seminar, workshop, tabletop, drill, functional or full-scale exercise and requested to provide a written quotation. These quotations will be reviewed and evaluated by the ASAUA Grant Office. The City shall not be obligated to accept the lowest priced quotation, but will award individual projects in the best interests of the City after all factors have been evaluated. City reserves the right to negotiate scope of work and pricing prior to award of any project.
- C. Individual order price quotations shall be provided upon request per project and shall include, but not be limited to, an identifying (quotation) number, date, City of Santa Ana agreement number, requestor name and phone number, ship to location, itemization of services with complete description and price per item and a summary of total cost for services, shipping, and tax.
- D. Purchase Orders (POs) will be issued upon approval of written itemized quotations received from the Contractor(s).

- E. POs will be faxed, transmitted electronically, or mailed and shall be the only authorization for the Contractor to place an order.
- F. POs and payments for service will be issued only in the name of the Contractor.
- G. Contractor shall adapt to changes to the ordering method or ordering procedures as required by the City during the term of the agreement.
- H. Change orders shall be agreed upon by Contractor and City and issued as needed in writing by the City.

XVI. ACCOUNT MANAGER / SUPPORT STAFF FOR EXERCISES

- A. Proposer shall provide a dedicated competent account manager who shall be responsible for the City account / agreement. The account manager shall receive all orders from the City and shall be the primary contact for all issues regarding the Proposer's response to this RFQ and any agreement which may arise pursuant to this RFQ.
- B. Proposer shall also provide adequate, competent support staff that shall be able to service the City during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the agreement, training offered, and able to identify and resolve quickly any issues included, but not limited to order and invoicing problems.
- C. Proposer account manager shall be familiar with City requirements and standards and work with the City to ensure that established standards are adhered to.

Proposer account manager shall keep the City and ASAUA Training & Exercise Program Manager informed of requests from departments as required.

XVII. INVOICING FOR TRAINING AND/OR EXERCISE COURSES

- A. Contractor shall invoice the City, unless otherwise advised, upon satisfactory receipt of performance of services.
- B. City will use best efforts to make payments within forty-five (45) days following receipt and review of invoice and upon complete satisfactory receipt of performance of services.
- C. Invoices should be Emailed to:

Sgt. Roland Andrade
Santa Ana Police Department
Homeland Security Division / M-18
60 Civic Center Plaza
P.O. Box 1981
Santa Ana, CA 92701
Email: RAndrade2@santa-ana.org

- D. City shall notify Contractor of any adjustments required to invoices.

E. Invoices shall include, at minimum:

- City PO number (if applicable);
- Invoice number;
- Agreement number;
- Remit to address;
- Itemized services;
- Course description
- Pricing as per agreement;
- Instructor name;
- Number of participants;
- Course date(s); and
- Shall be accompanied by acceptable proof of delivery.

F. Contractor shall utilize standardized invoices upon request.

G. Invoices shall only be issued by the Contractor who is awarded an agreement.

H. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.

EXHIBIT B

COSTS – TRAINING CLASSES AND EXERCISES

EXERCISES			
A) Discussion-Based Exercises - focus on strategic, policy-oriented issues; facilitators and/or presenters usually lead the discussion, keeping participants on track towards meeting exercise objectives. (<i>*Note: Estimated costs are example costs only and depict a range that an exercise may fall within. Actual costs can vary and is dependent on the size, scope, and variables involved with a particular exercise</i>)			
Exercise Type	Description	Variables	Range of Cost (Estimated)
Seminar	Seminars generally orient participants to, or provide an overview of, authorities, strategies, plans, policies, procedures, protocols, resources, concepts, and ideas. Seminars can be valuable for entities that are developing or making major changes to existing plans or procedures.	Participants (30), Facilitation, Hours, Materials, Location	\$25,000
Workshop	Although similar to seminars, workshops differ in two important aspects: 1. participant interaction is increased, and 2. focus is placed on achieving or building a product. To be effective, workshops should have clearly defined objectives, products, or goals, and should focus on a specific issue.	Participants (30), Facilitation, Hours, Materials, Location, Plans	\$25,000
Tabletop	Tabletop Exercises (TTX) are intended to generate discussion of various issues regarding a hypothetical simulated emergency. They can be used to enhance general awareness, validate plans and procedures, rehearse concepts, and/or assess the types of systems needed to guide the prevention of, protection from, mitigation of, response to, and recovery from a defined incident. The effectiveness of a TTX is derived from the energetic involvement of participants and their assessment of recommended revisions to current policies, procedures, and plans; therefore facilitation is critical to keeping participants focused on exercise objectives.	Participants (30), Facilitation, Hours, Materials, Location, Reporting/Plans	\$35,000

Drill	A drill is a coordinated, supervised activity usually employed to validate a specific function or capability in a single agency or organization. Drills are commonly used to provide training on new equipment, validate procedures, or practice and maintain current skills. For every drill, clearly defined plans, procedures, and protocols need to be in place. Personnel need to be familiar with those plans and trained in the processes and procedures to be drilled.	Preparation, Planning Meetings, Participants (#), Facilitation, Hours, Materials, Site/Mgt. Locations, Reporting/Plans, Travel & Expenses, Moulage, Media, Volunteer Coordination	\$30,000 - \$75,000
Functional	Functional Exercises (FE) are designed to validate and evaluate capabilities, multiple functions and/or sub-functions, or interdependent groups of functions. FEs are typically focused on exercising plans, policies, procedures, and staff members involved in management, direction, command, and control functions. An FE is conducted in a realistic, real-time environment; however, movement of personnel and equipment is usually simulated.	Preparation, Planning Meetings, Participants (30), Facilitation, Hours, Materials, Site/Mgt. Locations, Reporting/Plans, Travel & Expenses	\$75,000
Full-Scale	Full-Scale Exercises (FSE) are typically the most complex and resource-intensive type of exercise. They involve multiple agencies, organizations, and jurisdictions and validate many facets of preparedness. FSEs often include many players operating under cooperative systems such as the Incident Command System (ICS) or Unified Command. In an FSE, events are projected through an exercise scenario with event updates that drive activity at the operational level. FSEs are usually conducted in a real-time, stressful environment that is intended to mirror a real incident. Throughout the duration of the exercise, many activities occur simultaneously.	Preparation, Planning Meetings, Participants (30- 50), Facilitation, Hours, Materials, Site/Mgt. Locations, Reporting/Plans, Travel & Expenses, Moulage, Media, Volunteer Coordination	\$150,000

**AGREEMENT TO PROVIDE TRAINING COURSES AND EXERCISES
FOR THE ANAHEIM / SANTA ANA URBAN AREA ON AN AS-NEEDED BASIS**

THIS AGREEMENT is made and entered into this 1st day of December, 2020, by and between Security Solutions International Inc. (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On August 10, 2020, the Santa Ana Police Department (“SAPD”) issued Request for Qualifications No. 20-062 (“RFQ”), by which it sought to identify and qualify suitable vendors capable of delivering a broad choice of homeland security-related training courses and exercises conducted by professionals in the fields of law, fire, public health, emergency management and cybersecurity.
- B. These courses are in support of the Anaheim/Santa Ana Urban Area (“ASAUA”) Homeland Security Regional Training and Exercise Program and will be funded by a grant awarded to the City by the United States Department of Homeland Security’s Urban Areas Security Initiative (“UASI”) and administered by SAPD. The ASAUA consists of the incorporated cities in Orange County and the police departments of the University of California, Irvine, California State University, Fullerton, and community colleges in the County of Orange.
- C. Through SAPD, the training and exercise programs will be made available to agencies in the ASAUA on an as-needed basis to enhance domestic preparedness for acts of terrorism.
- D. Contractor submitted a responsive proposal that was among those selected by the City.
- E. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an as-needed basis, and at the sole discretion of City, Contractor shall conduct the training and/or exercise programs described in the scope of services provided in the RFQ and attached hereto as **Exhibit A**. Contractor’s proposal is incorporated by reference as though fully set forth herein. In the performance of all services, Contractor shall comply and provide the required training/classes and exercises attached hereto as **Exhibit B**.

2. CHANGE ORDERS/AMENDMENTS

- a. To maintain flexibility that allows first responders to address emerging and unforeseeable threats, the ASUA Homeland Security Regional Training and Exercise Program will utilize a Change Order provision to request other training and exercise courses at the City's request. Change Orders will be used to approve training and/or exercises and can modify the existing scope of work for specialty and other ad-hoc training and exercises on an as needed basis. Change Orders will be drafted by the UASI Grant Coordinator, reviewed and approved by the Contractor, then forwarded to the Chief of Police and the City Manager for the City of Santa Ana or their designees for approval.
- b. Any change order that contains any terms contrary to services provided within this Agreement shall be void, unless City and Consultant have expressly agreed in a writing, requiring approval by the City Manager and the City Attorney's office. Consultant agrees and understands that substantive changes to the terms of the Agreement are subject to approval by the City Council.

3. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit B. Any compensation payable to Contractor shall be paid from a portion of the above-referenced UASI grant awarded to the City in the amount of \$3,147,600, which shall serve as the total amount payable for all training and exercise programs supplied under RFQ No. 20-062.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work that fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

4. TERM

This Agreement shall commence on the date stated above and continue through November 30, 2023, unless terminated earlier in accordance with Section 18, below. The term of this Agreement may be extended for up to two (2) one (1) year period upon a writing executed by the City Manager and the City Attorney and subject to funding.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor

performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

- c. Worker's Compensation Insurance. In accordance with the California Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Contractor pursuant to this section:
 - (i) Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - (iii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
 - (iv) Contractor shall supply City with a fully executed additional insured endorsement.
- f. If Contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to terminate this Agreement. Such termination shall not affect Contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Contractor agrees to and shall indemnify, defend, and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligence or willful misconduct of the Contractor or its, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement.

This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Contractor's indemnification obligations in this section shall survive expiration of this Agreement.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless City, its officers, agents, representatives, and employees against any and all liability or losses, including costs and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright, alleged or contained in the work product or documents provided or used by Contractor under this Agreement.

10. CONFORMITY WITH LAW AND SAFETY

In performing any services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over the scope of services, including all provisions of the California Occupational Safety and Health Act. Contractor shall indemnify, defend, and hold harmless City from any and all liability, fines, penalties, and consequences from any of Contractor's failures to comply with such laws, ordinances, codes, and regulations.

11. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

12. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that

it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

13. CONFLICT OF INTEREST CLAUSE

- a. Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with the performance of services specified under this Agreement.
- b. The parties understand that outside parties, subject to receipt of financial benefit from UASI funding, as noted in Recital Section B and the RFQ, are often utilized by the ASA UASI as subject matter expert reviewing training and exercise proposals. To avoid potential conflict of interest of engaging sub-contractors, subject to receipt of financial benefit from UASI funding, shall not be engaged by the Contractor as a sub-contractor to provide the services provided in this Agreement, or any change order or amendment thereto.

14. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
 City of Santa Ana
 20 Civic Center Plaza (M-30)
 P.O. Box 1988
 Santa Ana, CA 92702-1988
 Fax 714- 647-6956

With courtesy copies to:

Roland Andrade, Sergeant
UASI Grant Coordinator
Homeland Security Division
Santa Ana Police Department

60 Civic Center Plaza
Santa Ana, CA 92701

To Contractor:

Henry Morgenstern, President
Security Solutions International INC.
88005 Overseas Hwy #10-109
Islamorada, FL. 33036
(786) 573-3999
contact@homelandsecurityssi.com

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

15. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter therein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

16. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

17. WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, City may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

19. NONDISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

20. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

21. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of

Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

22. CERTIFICATIONS

a. Debarment and Suspension. Contractor will comply, and all its subcontractors will comply, with applicable federal suspension and debarment regulations including, but not limited to, Executive Orders 12549 and 12689, and 2 Code of Federal Regulations (CFR) §200.212 and codified in 2 CFR Part 200.

b. Section 504 of the Rehabilitation Act of 1973. All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified disabled person shall, solely by reason of disability be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. Contractor agrees it will ensure that requirements of The Act shall be included in any agreements with and be binding on all of its subcontractors, assignees, or successors.

c. Americans with Disabilities Act of 1990 (ADA). Contractor must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

d. Lobbying and Political Activity. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

e. Contractor will comply, and all its subcontractors will comply, with all applicable lobbying prohibitions and laws, including those found in United States Code Title 31, § 1352, et seq., and agrees that none of the funds provided under this award may be expended by the Contractor to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.

f. Contractor will comply, and all its subcontractors will comply, with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), as applicable.

g. Non-Discrimination and Equal Opportunity. Contractor will comply, and all its subcontractors will comply, with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; Section 523 and 527 of the Public Health Service Act of

1912, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against Contractor, Contractor will forward a copy of the findings to City, which will, in turn, submit the findings to the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice.

h. Contractor will comply, and all its subcontractors will comply, with all requirements of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment-Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), as applicable.

i. Contractor will comply, and all its subcontractors will comply, with all requirements of the California Public Contract Code Section 10295.3, as applicable.

j. Contractor will comply, and all its subcontractors will comply, with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

k. Contractor will comply, and all its subcontractors will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

l. Contractor will comply, and all its subcontractors will comply, with all requirements of Sections 103 and 107 of the Contract Work and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

m. Contractor will comply, and all its subcontractors will comply, with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR part 15), as applicable.

n. Contractor will comply, and all its subcontractors will comply, with all requirements of the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), (53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995), as applicable.

o. Contractor will comply, and all its subcontractors will comply, with all requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as applicable.

p. Contractor agrees that the Department of Homeland Security shall have the authority to seek patent rights for any process, product, invention or discovery developed and paid for with funding through this Agreement based on the requirements of 37 CFR§ 401, as applicable.

q Contractor may copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement. However, the federal awarding agency, State Administrative Agency (SAA), and City reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government, SAA and/or City purpose:

- (1) the copyright in any work developed through this Agreement; and
- (2) any rights of copyright to which the Contractor purchases ownership with support through this grant. The Federal government's, SAA's and City's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

23. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[signature page to follow]

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

ATTEST:

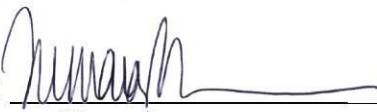
CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager


APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: 

Tamara Bogosian
Senior Assistant City Attorney

CONTRACTOR:



By: Henry Morgenstern
Title: President

RECOMMENDED FOR APPROVAL:

David Valentin
Chief of Police

EXHIBIT A

SCOPE OF SERVICES

I. REQUIREMENTS

The specific requirements of this RFQ have been listed in two sections to allow proposers to respond to either, the training courses component, the exercise component, or both. There is no requirement the Proposer must respond to both components of the RFQ.

II. TRAINING COURSES

A. ASAUA currently requires training courses in the following specific disciplines:

- Law Enforcement/Tactical
- Fire/Emergency Medical
- Public Health
- Emergency Management
- Cyber Security

B. Contractor shall conduct training courses, which it has been successfully prequalified for, at various locations/venues within the ASAUA.

C. Contractor shall prepare course flyers, register attendees, record attendance by signed roster, provide certificates of completions, and verify course completion by the participants.

D. Contractor shall prepare and present specified training courses. Course material shall be available at the time the training is provided for each of the training courses the proposer has outlined in their SOQ.

E. All training courses presented must meet state and federal guidelines and be approved by Cal OES and DHS for reimbursement under the Homeland Security Grant Program prior to delivery. Refer to the Cal OES website at: <http://www.caloes.ca.gov/cal-oes-divisions/california-specialized-training-institute> and the DHS website at: <https://www.fema.gov/training> for further information regarding state and federal guidelines for Department of Homeland Security grants. If any portion of the training course occurs outside of the classroom, an Environmental & Historic Preservation (EHP) approval must be obtained from FEMA/Cal OES prior to delivery of the course. The EHP approval is location specific and if an EHP approval is required, one must be obtained for each location where the course is delivered. It shall be the responsibility of the Proposer to complete all of the forms and documentation necessary to obtain the required approvals. Contractor shall ensure that, when required, an Environmental Historic Preservation (EHP) approval has been issued to the ASAUA before delivery of the training course. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist the Proposer with the submission of the requests for approval. The City shall not be billed for any costs associated with obtaining these approvals.

- F. Contractor shall offer course content that satisfies the five preparedness priorities identified in the ASUA Multiyear Training & Exercises plan. The ASUA MTEP is attached for reference.
- G. Contractor shall provide all required training material, handouts, course syllabus and/or written curriculum.
- H. Contractor shall collect written survey comments/course evaluations from participants at the conclusion of every course offered. Survey/course evaluations will be conducted in a manner specified by the City. A standardized course survey form will be provided to the successful proposers. A record of responses shall be maintained throughout the term of the agreement by Contractor, and organized by training course, date, instructor, etc. Frequently mentioned comments shall be reported to City Project Manager. Electronic reporting shall be made available to the City upon request.
- I. City reserves the right to cancel training courses with fourteen (14) calendar days' notice of delivery date. City shall not be charged for the class, travel costs, or training materials by Contractor if cancellation occurs within this period.
- J. City reserves the right to cancel training courses for student minimums not being met.
- K. Contractor shall provide and assign high quality instructors on a consistent basis to deliver the specified courses.
- L. All instructors shall use the methods suggested by the training protocols established, such as maintaining and updating each training syllabus; introducing and following objectives for each class; completing training as described; and utilizing training aids such as audio/visual systems.
- M. Contractor and all its instructors shall provide immediate feedback to the City via the ASUA Homeland Security Regional Training and Exercise Program Manager regarding all customer requests for new or additional services, or to report complaints.
- N. Contractor will be paid for services rendered. Training days are generally eight (8) hours long (e.g. 8:00 AM – 5:00 PM), including a one (1) hour lunch break. Schedule should include regular breaks on a 50/10 break ratio – for every fifty (50) minutes of instruction, there should be a ten (10) minute break. Half days are defined as four (4) hours or less of instruction.
- O. Training venues may be provided by the City or by hosting agencies based on the needs of the course. Contractor must be able to secure training sites at any of the jurisdictions within the ASUA.
- P. All Contractor-developed courses must be approved by California Office of Emergency Services (Cal OES) for reimbursement under the Homeland Security Grant Program prior to delivery. It is the responsibility of the Contractor to prepare all forms and documentation necessary to obtain all course approvals at its cost. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of the

requests for approval. The City shall not be billed for any costs associated with obtaining these approvals.

- Q. The anticipated start date of this agreement is Winter of 2020. Usage under agreements awarded as a result of this RFQ will begin at this time.
- R. Depending on the training or exercise, Contractor's instructors and courses may be required to be California Peace Officer Standards & Training (POST) certified or California State Fire Marshal approved. It shall be the responsibility of the Contractor to obtain all POST certifications and California State Fire Marshal course approvals at its cost. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of the requests for certifications and approval. The City shall not be billed for any costs associated with obtaining these certifications and approvals.
- S. A list of "approved" courses is available from Cal OES at www.caloes.ca.gov and a list of Federal Emergency Management Agency (FEMA) approved classes is available at www.fema.gov/training
- T. Contractors are responsible for providing all course materials and delivering it to the site(s) of all training at their cost.
- U. Contractor must work with the ASAUA Homeland Security Regional Training and Exercise Program Manager and requesting agencies to coordinate the training calendar and venue.
- V. When required, Contractor must obtain the applicable certifications for developed courses before training begins. The need for certification will be determined by the ASAUA Training & Exercise Program Manager. It shall be the responsibility of the Contractor to complete all forms and documentation necessary to obtain the required certifications at its cost. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist the Proposer with the submission of the requests for certification. The City shall not be billed for any costs associated with obtaining these certifications.
- W. Contractor will be required to obtain Emergency Medical Association (EMA) or Emergency Management Institute (EMI) certification on developed courses at its cost if the course content contains materials that require state and/or federal certification. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist the Contractor with the submission of the requests for certification. The City shall not be billed for any costs associated with obtaining these certifications.
- X. Contractor may not charge the City for materials brought to the class that are not utilized.
- Y. Proposers may be selected to provide training based on their expertise within a specific discipline.
- Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health

- Emergency Management
- Cyber Security

- Z. Contractors shall ensure that training participants are members of agencies or organizations located or operating within the ASAUA, or have been approved by the ASAUA Training & Exercise Program Manager or his designee.

III. DELIVERABLES / REPORTS FOR TRAINING COURSES

A. Course Surveys / Evaluations

1. Course surveys/evaluations results will be tabulated and scored by Contractor. Summary of the results will be provided to the ASAUA Training & Exercise Program Manager.
2. Completed course survey/evaluation forms will be provided to the ASAUA Training & Exercise Program Manager within 30 days of delivery of the training course.

- B. Contractor must provide course flyers for all training courses to be delivered at its cost. The City will manage distribution of such flyers.

- C. Contractor must provide to the ASAUA Training & Exercise Program Manager all rosters and sign-in sheets upon completion of the training course for all training courses delivered. Contractor shall maintain a record of all original and electronic copies of all sign-in sheets. Electronic copies of rosters and sign-in sheets must be submitted along with invoices issued to City.

- D. Contractor shall provide certificates of completion to all students that successfully complete a training course at the conclusion of the training course and provide copies of the certificates to the ASAUA Training & Exercise Program Manager within 30 days of delivery of the training course. Contractor shall maintain a record of all certificates provided students.

IV. QUANTITIES FOR TRAINING COURSES

Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

V. PRICING FOR TRAINING COURSES

- A. Unless otherwise stated, Proposer agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
- B. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
- C. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- D. Pricing shall include any and all payment incentives available to the City.

- E. Proposers are advised that in the evaluation of costs, if applicable, it will be assumed the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
- F. Federal and State minimum wage laws apply. The City has no requirements for living wages. The City is not imposing any additional requirements regarding wages.

VI. AWARD FOR TRAINING COURSES

- A. City reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ, from any Exhibits attached hereto, or from any subsequent addenda; to waive informalities and minor irregularities in responses received; and to provide an opportunity for Proposers to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the City.
- B. The City reserves the right to award an agreement to a single Proposer or multiple Proposers.
- C. The City has the right to decline to award an agreement or any part thereof for any reason.
- D. City Council approval to award an Agreement pursuant to this RFQ will be required.
- E. Any agreement must be negotiated, finalized, and approved by the recommend Contractor prior to City Council approval.
- F. RFQ specifications, terms, conditions, and Exhibits, RFQ Addenda, and SOQs, may be incorporated into and made a part of any agreement that may be awarded as a result of this RFQ.

VII. METHOD OF ORDERING TRAINING COURSES

- A. As training is required, subsequent solicitations in the form of requests for firm price quotations and scope of work will be requested from Contractors with which the City has an Agreement.
- B. Individual order price quotations shall be provided upon request per project and shall include, but not be limited to, an identifying (quotation) number, date, City of Santa Ana agreement number, requestor name and phone number, ship to location, itemization of services with complete description and price per item and a summary of total cost for services, shipping, and tax.
- C. Price quotations will be reviewed and Contractor(s) will be selected by the UASI Grant Office. Purchase Orders (POs) will be issued upon approval of written itemized quotations received from Contractor(s). The City shall not be obligated to accept the lowest priced quotation, but will award individual projects in the best interests of the City after all factors have been evaluated. City reserves the right to negotiate scope of work and pricing prior to award of any project.

- D. POs will be transmitted electronically, and shall be the only authorization for the Contractor to place an order.
- E. POs and payments for service will be issued only in the name of the Contractor.
- F. Contractor shall adapt to changes to the ordering method or ordering procedures as required by the City during the term of the agreement.
- G. Change orders shall be agreed upon by Contractor and City, and issued as needed in writing by the City.

VIII. ACCOUNT MANAGER / SUPPORT STAFF FOR TRAINING COURSES

- A. Proposer shall provide a dedicated, competent Account Manager who shall be responsible for the City's account / agreement. The Account Manager shall receive all orders from the City and shall be the primary contact for all issues regarding the Proposer's response to this RFQ and any agreement which may arise pursuant to this RFQ.
- B. Proposer shall also provide adequate, competent support staff that shall be able to service the City during normal working hours (7:00 AM – 5:00 PM), Monday through Friday. Such representative(s) shall be knowledgeable about the agreement, training offered, and able to identify and resolve quickly any issues included, but not limited to order and invoicing problems.
- C. Contractor's Account Manager shall be familiar with City requirements and standards and work with the City to ensure that established standards are adhered to.
- D. Contractor's Account Manager shall keep the City and ASAUA Training & Exercise Program Manager informed of requests from departments.

IX. EXERCISES

- A. ASAUA requires seminars, workshops, tabletops, drills, functional, and full-scale exercises in the following specific disciplines:
 - Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health
 - Emergency Management
 - Cyber Security
- B. Contractor shall conduct seminars, workshops, tabletops, drills, functional, and full-scale exercises at various locations/venues within the ASAUA. All drills, functional and full scale exercises will require an EHP approval from FEMA/Cal OES prior to delivery. It shall be the responsibility of the Contractor to complete all forms and documentation necessary to obtain the required EHP approvals at its cost. Contractor shall ensure that, when required, an Environmental Historic Preservation (EHP) approval letter has been issued to the ASAUA before delivery of any seminars, workshops, tabletops, drills, functional, and full-scale

exercises. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of requests for approval.

- C. All exercises must be conducted in a manner which adheres to all applicable state and federal guidelines, including exercise design and development guidelines outlined in the HSEEP.
- D. When conducting seminars, workshops, tabletops, drills, functional and full-scale exercises, Contractor shall provide all required exercise consumables, printed materials, handouts, and other materials such as, but not limited to, exercise manuals, special effects, actor moulage, supplies, signage, etc. at its cost. The City shall not be billed nor will it accept requests for reimbursements and/or billing.
- E. Contractor shall provide and assign high quality personnel such as exercise designers, directors, controllers, evaluators, and support personnel on a consistent basis to deliver the specified seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- F. Contractor shall provide all multi-media devices necessary for presentations during seminars, workshops, tabletops, drills, functional, full-scale exercises, and any planning meetings and conferences.
- G. Contractor and its exercise personnel shall provide immediate feedback to the City via the ASUA Homeland Security Regional Training and Exercise Program Manager regarding all customer requests for new or additional services or to report complaints.
- H. Seminar, workshop, tabletop, drill, functional and full-scale exercise venues may be provided by the City or by hosting agencies based on the needs of the exercise. Contractor must be able to secure exercise sites at any of the jurisdictions within the ASUA.
- I. Contractor is responsible for providing exercise materials and delivering it to the site(s) of all seminars, workshops, tabletops, drills, functional and full-scale exercises at its cost. The City shall not be billed nor will it accept requests for reimbursements and/or billing.
- J. Contractor may not charge the City for materials brought to the seminars, workshops, tabletops, drills, functional, and full-scale exercises that are not utilized.
- K. Contractor shall ensure that exercise participants are members of agencies or organizations located or operating within the ASUA, or have been approved by the ASUA Training & Exercise Program Manager or his designee.

X. QUALIFICATIONS – HOMELAND SECURITY EXERCISE EXPERIENCE

The following elements outline the type of experience and expertise proposers should possess related to the development and delivery of seminars, workshops, tabletops, drills, functional and full-scale exercises. Proposers will document their experience and expertise in their SOQs.

ASUA requires seminars, workshops, tabletops, drills, functional and full-scale exercises in the following specific disciplines:

- Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health
 - Emergency Management
 - Cyber Security
- A. Proposer should be experienced and proficient in the design and delivery of relevant homeland security related seminars, workshops, tabletops, drills, functional and full-scale exercises.
 - B. Proposer should have staff that is experienced and proficient in developing seminars, workshops, tabletops, and drills, functional and full-scale exercises in accordance with HSEEP guidelines.
 - C. Proposer should have staff that is experienced and proficient in conducting seminars, workshops, tabletops, drills, functional and full-scale exercises in accordance with HSEEP guidelines.
 - D. Proposer should have staff that is experienced and proficient in providing training to and coordinating exercise evaluators, controllers, and Simulation Cell operators.

XI. DELIVERABLES / REPORTS FOR EXERCISES

- A. Exercise Documents: Contractor shall provide all documents necessary to conduct seminars, workshops, tabletops, drills, functional and full-scale exercises in accordance with HSEEP guidelines. These documents should include, but not be limited to: Exercise Plan, Controller/Evaluator Plan, Master Scenario Events List (MSEL), Exercise Evaluation Guides, etc.
- B. Contractor must provide rosters, sign-in sheets, and presentation materials for all planning meetings conducted in support of all seminars, workshops, tabletops, drills, functional and full-scale exercises and will deliver to the ASUA Training & Exercise Program Manager upon completion of the planning activity at its cost.
- C. Contractor must complete After Action Reports (AARs) for all seminars, workshops, tabletops, drills, functional and full-scale exercises. Copies of these AARs must be provided to the ASUA Training & Exercise Program Coordinator within 60 days of any seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- D. Contractor must complete an Improvement Plan for each seminar, workshop, tabletop, drill, functional and full-scale exercise delivered. Copies of the Improvement Plan will be provided to the ASUA Training & Exercise Coordinator within 60 calendar days of any seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- E. Proposer shall upload, on behalf of the ASUA, all necessary AARs and Improvement Plans into HSEEP within 60 calendar days of completing any exercise activity.

XII. QUANTITIES FOR EXERCISES

Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

XIII. PRICING FOR EXERCISES

- A. All price quotes offered during an informal request for quote process will remain firm for the term of the resulting PO under the Agreement.
- B. Unless otherwise stated, Proposer agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
- C. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
- D. Any price increase or decrease for subsequent contract terms may be negotiated between Proposer and City only after completion of the initial term.
- E. Taxes and freight charges:
 - 1. The City is soliciting a total price per single delivery of each seminar, workshop, tabletop, drill, functional, and full-scale exercise. The price quoted for each seminar, workshop, tabletop, drill, functional, and full-scale exercise shall be the total cost the City will pay including Sales, Use, or other taxes and all other charges.
 - 2. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or any other purpose, except taxes legally payable by City, will be paid by the City unless expressly included and itemized in the SOQ.
 - 3. Amount paid for transportation of property to the City of Santa Ana is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee is the City of Santa Ana; as such papers may be acceptable by the carrier as proof of the exempt character of the shipment.
 - 4. Articles sold to the City of Santa Ana are exempt from certain Federal excise taxes. The City will furnish an exemption certificate.
- F. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- G. Price quotes shall include any and all payment incentives available to the City.
- H. Proposer are advised that in the evaluation of costs, if applicable, it will be assumed the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

- I. Federal and State minimum wage laws apply. The City has no requirements for living wages. The City is not imposing any additional requirements regarding wages.

XIV. AWARD FOR EXERCISES

- A. The City reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for proposers to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the City.
- B. The City reserves the right to award to a single or multiple proposers.
- C. The City has the right to decline to award an agreement or any part thereof for any reason.
- D. City Council approval to award an Agreement will be required.
- E. Agreement must be negotiated, finalized, and signed by the recommend awardee(s) prior to City Council approval.
- F. Final Agreement terms and conditions will be negotiated with the selected Contractors.
- G. The RFQ specifications, terms, conditions, and Exhibits, RFQ Addenda and Proposer's SOQ, may be incorporated into and made a part of any agreement that may be awarded as a result of this RFQ.

XV. METHOD OF ORDERING FOR EXERCISES

- A. As exercises are required, subsequent solicitations in the form of requests for firm price quotations and scope of work will be requested from Contractors with which the City has an Agreement.
- B. Contractors who have been qualified will be provided a scope of work for the desired seminar, workshop, tabletop, drill, functional or full-scale exercise and requested to provide a written quotation. These quotations will be reviewed and evaluated by the ASAUA Grant Office. The City shall not be obligated to accept the lowest priced quotation, but will award individual projects in the best interests of the City after all factors have been evaluated. City reserves the right to negotiate scope of work and pricing prior to award of any project.
- C. Individual order price quotations shall be provided upon request per project and shall include, but not be limited to, an identifying (quotation) number, date, City of Santa Ana agreement number, requestor name and phone number, ship to location, itemization of services with complete description and price per item and a summary of total cost for services, shipping, and tax.
- D. Purchase Orders (POs) will be issued upon approval of written itemized quotations received from the Contractor(s).

- E. POs will be faxed, transmitted electronically, or mailed and shall be the only authorization for the Contractor to place an order.
- F. POs and payments for service will be issued only in the name of the Contractor.
- G. Contractor shall adapt to changes to the ordering method or ordering procedures as required by the City during the term of the agreement.
- H. Change orders shall be agreed upon by Contractor and City and issued as needed in writing by the City.

XVI. ACCOUNT MANAGER / SUPPORT STAFF FOR EXERCISES

- A. Proposer shall provide a dedicated competent account manager who shall be responsible for the City account / agreement. The account manager shall receive all orders from the City and shall be the primary contact for all issues regarding the Proposer's response to this RFQ and any agreement which may arise pursuant to this RFQ.
- B. Proposer shall also provide adequate, competent support staff that shall be able to service the City during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the agreement, training offered, and able to identify and resolve quickly any issues included, but not limited to order and invoicing problems.
- C. Proposer account manager shall be familiar with City requirements and standards and work with the City to ensure that established standards are adhered to.

Proposer account manager shall keep the City and ASAUA Training & Exercise Program Manager informed of requests from departments as required.

XVII. INVOICING FOR TRAINING AND/OR EXERCISE COURSES

- A. Contractor shall invoice the City, unless otherwise advised, upon satisfactory receipt of performance of services.
- B. City will use best efforts to make payments within forty-five (45) days following receipt and review of invoice and upon complete satisfactory receipt of performance of services.
- C. Invoices should be Emailed to:

Sgt. Roland Andrade
 Santa Ana Police Department
 Homeland Security Division / M-18
 60 Civic Center Plaza
 P.O. Box 1981
 Santa Ana, CA 92701
 Email: RAndrade2@santa-ana.org

- D. City shall notify Contractor of any adjustments required to invoices.

E. Invoices shall include, at minimum:

- City PO number (if applicable);
- Invoice number;
- Agreement number;
- Remit to address;
- Itemized services;
- Course description
- Pricing as per agreement;
- Instructor name;
- Number of participants;
- Course date(s); and
- Shall be accompanied by acceptable proof of delivery.

F. Contractor shall utilize standardized invoices upon request.

G. Invoices shall only be issued by the Contractor who is awarded an agreement.

H. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.

EXHIBIT B

COSTS – TRAINING CLASSES AND EXERCISES

TRAINING		
<i>Discipline Codes: Law Enforcement = LE, Fire = F, Emergency Medical Services = EMS, Emergency Management = EM, Public Health = PH, Other Discipline = OD</i>		
Course Title	Description	Total Course Cost (Estimated)
Behavioral and Predictive Analysis	This course is designed to effectively train a variety of different personnel in how to detect behavioral anomalies in crowds by utilizing Israeli and global best practices developed originally for airport security, now available for your personnel in a wide variety of customized course offerings.	\$14,400
Operational Response to Mass Casualty Incidents	After attending this program, participants will understand and recognize the fundamentals of mass casualty situations in public health emergencies and define the significance of medical treatment during such situations.	\$14,400
Multiple Assault Counter Terrorism Action Capability (MACTAC)	Multiple Assault Counter Terrorism Action Capability (MACTAC) is the new tactical philosophy offering extreme flexibility to your department's or agency's response to any Active Shooter situation. MACTAC is a scalable response to the full spectrum of Active Shooter events and allows department leaders the confidence of relying on experts to design your response while maintaining the ability to respond to additional attacks. MACTAC Officers Course builds on what your officers already know: established Active Shooter Tactics. This advanced program trains the First Responder and First Responding Supervisory personnel in the ability to act rapidly and significantly and makes your personnel proficient in working in a Contact Team and familiar with Squad concepts.	\$9,950

Advanced Homeland Security Training in Israel	This program is designed for Law Enforcement and Security Professionals with the appropriate background and experience to take part in this memorable mission to study advanced topics in Homeland Security while visiting Haifa, the Northern Border, Tel Aviv, Jerusalem, Bethlehem, and the Dead Sea.	\$4600 per participant
SWAT Counter Terror Unit Operations and Explosives Mitigation	The scope of this training program is to teach SWAT and SOP team members how to conduct an operation with special characteristics peculiar to high threat crime and terrorist incidents with the objective of accomplishing the mission, when there are hostages involved, IEDs, booby traps, or suicide terrorists, with maximum safety for citizens, team members and surrounding assets.	\$9,950

**AGREEMENT TO PROVIDE TRAINING COURSES AND EXERCISES
FOR THE ANAHEIM / SANTA ANA URBAN AREA ON AN AS-NEEDED BASIS**

THIS AGREEMENT is made and entered into this 1st day of December, 2020, by and between SenseMakers LLC (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On August 10, 2020, the Santa Ana Police Department (“SAPD”) issued Request for Qualifications No. 20-062 (“RFQ”), by which it sought to identify and qualify suitable vendors capable of delivering a broad choice of homeland security-related training courses and exercises conducted by professionals in the fields of law, fire, public health, emergency management and cybersecurity.
- B. These courses are in support of the Anaheim/Santa Ana Urban Area (“ASAUA”) Homeland Security Regional Training and Exercise Program and will be funded by a grant awarded to the City by the United States Department of Homeland Security’s Urban Areas Security Initiative (“UASI”) and administered by SAPD. The ASAUA consists of the incorporated cities in Orange County and the police departments of the University of California, Irvine, California State University, Fullerton, and community colleges in the County of Orange.
- C. Through SAPD, the training and exercise programs will be made available to agencies in the ASAUA on an as-needed basis to enhance domestic preparedness for acts of terrorism.
- D. Contractor submitted a responsive proposal that was among those selected by the City.
- E. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an as-needed basis, and at the sole discretion of City, Contractor shall conduct the training and/or exercise programs described in the scope of services provided in the RFQ and attached hereto as **Exhibit A**. Contractor’s proposal is incorporated by reference as though fully set forth herein. In the performance of all services, Contractor shall comply and provide the required training/classes and exercises attached hereto as **Exhibit B**.

2. CHANGE ORDERS/AMENDMENTS

- a. To maintain flexibility that allows first responders to address emerging and unforeseeable threats, the ASUA Homeland Security Regional Training and Exercise Program will utilize a Change Order provision to request other training and exercise courses at the City's request. Change Orders will be used to approve training and/or exercises and can modify the existing scope of work for specialty and other ad-hoc training and exercises on an as needed basis. Change Orders will be drafted by the UASI Grant Coordinator, reviewed and approved by the Contractor, then forwarded to the Chief of Police and the City Manager for the City of Santa Ana or their designees for approval.
- b. Any change order that contains any terms contrary to services provided within this Agreement shall be void, unless City and Consultant have expressly agreed in a writing, requiring approval by the City Manager and the City Attorney's office. Consultant agrees and understands that substantive changes to the terms of the Agreement are subject to approval by the City Council.

3. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit B. Any compensation payable to Contractor shall be paid from a portion of the above-referenced UASI grant awarded to the City in the amount of \$3,147,600, which shall serve as the total amount payable for all training and exercise programs supplied under RFQ No. 20-062.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work that fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

4. TERM

This Agreement shall commence on the date stated above and continue through November 30, 2023, unless terminated earlier in accordance with Section 18, below. The term of this Agreement may be extended for up to two (2) one (1) year period upon a writing executed by the City Manager and the City Attorney and subject to funding.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor

performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

- c. Worker's Compensation Insurance. In accordance with the California Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Contractor pursuant to this section:
 - (i) Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - (iii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
 - (iv) Contractor shall supply City with a fully executed additional insured endorsement.
- f. If Contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to terminate this Agreement. Such termination shall not affect Contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Contractor agrees to and shall indemnify, defend, and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligence or willful misconduct of the Contractor or its, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement.

This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Contractor's indemnification obligations in this section shall survive expiration of this Agreement.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless City, its officers, agents, representatives, and employees against any and all liability or losses, including costs and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright, alleged or contained in the work product or documents provided or used by Contractor under this Agreement.

10. CONFORMITY WITH LAW AND SAFETY

In performing any services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over the scope of services, including all provisions of the California Occupational Safety and Health Act. Contractor shall indemnify, defend, and hold harmless City from any and all liability, fines, penalties, and consequences from any of Contractor's failures to comply with such laws, ordinances, codes, and regulations.

11. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

12. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that

it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

13. CONFLICT OF INTEREST CLAUSE

- a. Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with the performance of services specified under this Agreement.
- b. The parties understand that outside parties, subject to receipt of financial benefit from UASI funding, as noted in Recital Section B and the RFQ, are often utilized by the ASA UASI as subject matter expert reviewing training and exercise proposals. To avoid potential conflict of interest of engaging sub-contractors, subject to receipt of financial benefit from UASI funding, shall not be engaged by the Contractor as a sub-contractor to provide the services provided in this Agreement, or any change order or amendment thereto.

14. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
 City of Santa Ana
 20 Civic Center Plaza (M-30)
 P.O. Box 1988
 Santa Ana, CA 92702-1988
 Fax 714- 647-6956

With courtesy copies to:

Roland Andrade, Sergeant
UASI Grant Coordinator
Homeland Security Division
Santa Ana Police Department

60 Civic Center Plaza
Santa Ana, CA 92701

To Contractor:

Jim Bailey, President and CEO
SenseMakers LLC
2401 E. Katella Ave, Suite 610
Anaheim, CA. 92806
(657) 223-8532
jim@sensemakersllc.com

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

15. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter therein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

16. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

17. WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, City may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

19. NONDISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

20. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

21. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of

Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

22. CERTIFICATIONS

a. Debarment and Suspension. Contractor will comply, and all its subcontractors will comply, with applicable federal suspension and debarment regulations including, but not limited to, Executive Orders 12549 and 12689, and 2 Code of Federal Regulations (CFR) §200.212 and codified in 2 CFR Part 200.

b. Section 504 of the Rehabilitation Act of 1973. All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified disabled person shall, solely by reason of disability be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. Contractor agrees it will ensure that requirements of The Act shall be included in any agreements with and be binding on all of its subcontractors, assignees, or successors.

c. Americans with Disabilities Act of 1990 (ADA). Contractor must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

d. Lobbying and Political Activity. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

e. Contractor will comply, and all its subcontractors will comply, with all applicable lobbying prohibitions and laws, including those found in United States Code Title 31, § 1352, et seq., and agrees that none of the funds provided under this award may be expended by the Contractor to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.

f. Contractor will comply, and all its subcontractors will comply, with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), as applicable.

g. Non-Discrimination and Equal Opportunity. Contractor will comply, and all its subcontractors will comply, with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; Section 523 and 527 of the Public Health Service Act of

1912, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against Contractor, Contractor will forward a copy of the findings to City, which will, in turn, submit the findings to the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice.

h. Contractor will comply, and all its subcontractors will comply, with all requirements of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment-Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), as applicable.

i. Contractor will comply, and all its subcontractors will comply, with all requirements of the California Public Contract Code Section 10295.3, as applicable.

j. Contractor will comply, and all its subcontractors will comply, with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

k. Contractor will comply, and all its subcontractors will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

l. Contractor will comply, and all its subcontractors will comply, with all requirements of Sections 103 and 107 of the Contract Work and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

m. Contractor will comply, and all its subcontractors will comply, with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR part 15), as applicable.

n. Contractor will comply, and all its subcontractors will comply, with all requirements of the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), (53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995), as applicable.

o. Contractor will comply, and all its subcontractors will comply, with all requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as applicable.

p. Contractor agrees that the Department of Homeland Security shall have the authority to seek patent rights for any process, product, invention or discovery developed and paid for with funding through this Agreement based on the requirements of 37 CFR§ 401, as applicable.

q Contractor may copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement. However, the federal awarding agency, State Administrative Agency (SAA), and City reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government, SAA and/or City purpose:

(1) the copyright in any work developed through this Agreement; and

(2) any rights of copyright to which the Contractor purchases ownership with support through this grant. The Federal government's, SAA's and City's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

23. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[signature page to follow]

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

ATTEST:

CITY OF SANTA ANA


Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager


APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONTRACTOR:

By: 

Tamara Bogosian
Senior Assistant City Attorney



By: James E. Bailey
Title: President and CEO

RECOMMENDED FOR APPROVAL:

David Valentin
Chief of Police

EXHIBIT A

SCOPE OF SERVICES

I. REQUIREMENTS

The specific requirements of this RFQ have been listed in two sections to allow proposers to respond to either, the training courses component, the exercise component, or both. There is no requirement the Proposer must respond to both components of the RFQ.

II. TRAINING COURSES

A. ASUA currently requires training courses in the following specific disciplines:

- Law Enforcement/Tactical
- Fire/Emergency Medical
- Public Health
- Emergency Management
- Cyber Security

B. Contractor shall conduct training courses, which it has been successfully prequalified for, at various locations/venues within the ASUA.

C. Contractor shall prepare course flyers, register attendees, record attendance by signed roster, provide certificates of completions, and verify course completion by the participants.

D. Contractor shall prepare and present specified training courses. Course material shall be available at the time the training is provided for each of the training courses the proposer has outlined in their SOQ.

E. All training courses presented must meet state and federal guidelines and be approved by Cal OES and DHS for reimbursement under the Homeland Security Grant Program prior to delivery. Refer to the Cal OES website at: <http://www.caloes.ca.gov/cal-oes-divisions/california-specialized-training-institute> and the DHS website at: <https://www.fema.gov/training> for further information regarding state and federal guidelines for Department of Homeland Security grants. If any portion of the training course occurs outside of the classroom, an Environmental & Historic Preservation (EHP) approval must be obtained from FEMA/Cal OES prior to delivery of the course. The EHP approval is location specific and if an EHP approval is required, one must be obtained for each location where the course is delivered. It shall be the responsibility of the Proposer to complete all of the forms and documentation necessary to obtain the required approvals. Contractor shall ensure that, when required, an Environmental Historic Preservation (EHP) approval has been issued to the ASUA before delivery of the training course. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist the Proposer with the submission of the requests for approval. The City shall not be billed for any costs associated with obtaining these approvals.

- F. Contractor shall offer course content that satisfies the five preparedness priorities identified in the ASUA Multiyear Training & Exercises plan. The ASUA MTEP is attached for reference.
- G. Contractor shall provide all required training material, handouts, course syllabus and/or written curriculum.
- H. Contractor shall collect written survey comments/course evaluations from participants at the conclusion of every course offered. Survey/course evaluations will be conducted in a manner specified by the City. A standardized course survey form will be provided to the successful proposers. A record of responses shall be maintained throughout the term of the agreement by Contractor, and organized by training course, date, instructor, etc. Frequently mentioned comments shall be reported to City Project Manager. Electronic reporting shall be made available to the City upon request.
- I. City reserves the right to cancel training courses with fourteen (14) calendar days' notice of delivery date. City shall not be charged for the class, travel costs, or training materials by Contractor if cancellation occurs within this period.
- J. City reserves the right to cancel training courses for student minimums not being met.
- K. Contractor shall provide and assign high quality instructors on a consistent basis to deliver the specified courses.
- L. All instructors shall use the methods suggested by the training protocols established, such as maintaining and updating each training syllabus; introducing and following objectives for each class; completing training as described; and utilizing training aids such as audio/visual systems.
- M. Contractor and all its instructors shall provide immediate feedback to the City via the ASUA Homeland Security Regional Training and Exercise Program Manager regarding all customer requests for new or additional services, or to report complaints.
- N. Contractor will be paid for services rendered. Training days are generally eight (8) hours long (e.g. 8:00 AM – 5:00 PM), including a one (1) hour lunch break. Schedule should include regular breaks on a 50/10 break ratio – for every fifty (50) minutes of instruction, there should be a ten (10) minute break. Half days are defined as four (4) hours or less of instruction.
- O. Training venues may be provided by the City or by hosting agencies based on the needs of the course. Contractor must be able to secure training sites at any of the jurisdictions within the ASUA.
- P. All Contractor-developed courses must be approved by California Office of Emergency Services (Cal OES) for reimbursement under the Homeland Security Grant Program prior to delivery. It is the responsibility of the Contractor to prepare all forms and documentation necessary to obtain all course approvals at its cost. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of the

requests for approval. The City shall not be billed for any costs associated with obtaining these approvals.

- Q. The anticipated start date of this agreement is Winter of 2020. Usage under agreements awarded as a result of this RFQ will begin at this time.
- R. Depending on the training or exercise, Contractor's instructors and courses may be required to be California Peace Officer Standards & Training (POST) certified or California State Fire Marshal approved. It shall be the responsibility of the Contractor to obtain all POST certifications and California State Fire Marshal course approvals at its cost. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of the requests for certifications and approval. The City shall not be billed for any costs associated with obtaining these certifications and approvals.
- S. A list of "approved" courses is available from Cal OES at www.caloes.ca.gov and a list of Federal Emergency Management Agency (FEMA) approved classes is available at www.fema.gov/training
- T. Contractors are responsible for providing all course materials and delivering it to the site(s) of all training at their cost.
- U. Contractor must work with the ASAUA Homeland Security Regional Training and Exercise Program Manager and requesting agencies to coordinate the training calendar and venue.
- V. When required, Contractor must obtain the applicable certifications for developed courses before training begins. The need for certification will be determined by the ASAUA Training & Exercise Program Manager. It shall be the responsibility of the Contractor to complete all forms and documentation necessary to obtain the required certifications at its cost. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist the Proposer with the submission of the requests for certification. The City shall not be billed for any costs associated with obtaining these certifications.
- W. Contractor will be required to obtain Emergency Medical Association (EMA) or Emergency Management Institute (EMI) certification on developed courses at its cost if the course content contains materials that require state and/or federal certification. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist the Contractor with the submission of the requests for certification. The City shall not be billed for any costs associated with obtaining these certifications.
- X. Contractor may not charge the City for materials brought to the class that are not utilized.
- Y. Proposers may be selected to provide training based on their expertise within a specific discipline.
- Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health

- Emergency Management
- Cyber Security

- Z. Contractors shall ensure that training participants are members of agencies or organizations located or operating within the ASAUA, or have been approved by the ASAUA Training & Exercise Program Manager or his designee.

III. DELIVERABLES / REPORTS FOR TRAINING COURSES

A. Course Surveys / Evaluations

1. Course surveys/evaluations results will be tabulated and scored by Contractor. Summary of the results will be provided to the ASAUA Training & Exercise Program Manager.
2. Completed course survey/evaluation forms will be provided to the ASAUA Training & Exercise Program Manager within 30 days of delivery of the training course.

- B. Contractor must provide course flyers for all training courses to be delivered at its cost. The City will manage distribution of such flyers.

- C. Contractor must provide to the ASAUA Training & Exercise Program Manager all rosters and sign-in sheets upon completion of the training course for all training courses delivered. Contractor shall maintain a record of all original and electronic copies of all sign-in sheets. Electronic copies of rosters and sign-in sheets must be submitted along with invoices issued to City.

- D. Contractor shall provide certificates of completion to all students that successfully complete a training course at the conclusion of the training course and provide copies of the certificates to the ASAUA Training & Exercise Program Manager within 30 days of delivery of the training course. Contractor shall maintain a record of all certificates provided students.

IV. QUANTITIES FOR TRAINING COURSES

Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

V. PRICING FOR TRAINING COURSES

- A. Unless otherwise stated, Proposer agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
- B. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
- C. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- D. Pricing shall include any and all payment incentives available to the City.

- E. Proposers are advised that in the evaluation of costs, if applicable, it will be assumed the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
- F. Federal and State minimum wage laws apply. The City has no requirements for living wages. The City is not imposing any additional requirements regarding wages.

VI. AWARD FOR TRAINING COURSES

- A. City reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ, from any Exhibits attached hereto, or from any subsequent addenda; to waive informalities and minor irregularities in responses received; and to provide an opportunity for Proposers to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the City.
- B. The City reserves the right to award an agreement to a single Proposer or multiple Proposers.
- C. The City has the right to decline to award an agreement or any part thereof for any reason.
- D. City Council approval to award an Agreement pursuant to this RFQ will be required.
- E. Any agreement must be negotiated, finalized, and approved by the recommend Contractor prior to City Council approval.
- F. RFQ specifications, terms, conditions, and Exhibits, RFQ Addenda, and SOQs, may be incorporated into and made a part of any agreement that may be awarded as a result of this RFQ.

VII. METHOD OF ORDERING TRAINING COURSES

- A. As training is required, subsequent solicitations in the form of requests for firm price quotations and scope of work will be requested from Contractors with which the City has an Agreement.
- B. Individual order price quotations shall be provided upon request per project and shall include, but not be limited to, an identifying (quotation) number, date, City of Santa Ana agreement number, requestor name and phone number, ship to location, itemization of services with complete description and price per item and a summary of total cost for services, shipping, and tax.
- C. Price quotations will be reviewed and Contractor(s) will be selected by the UASI Grant Office. Purchase Orders (POs) will be issued upon approval of written itemized quotations received from Contractor(s). The City shall not be obligated to accept the lowest priced quotation, but will award individual projects in the best interests of the City after all factors have been evaluated. City reserves the right to negotiate scope of work and pricing prior to award of any project.

- D. POs will be transmitted electronically, and shall be the only authorization for the Contractor to place an order.
- E. POs and payments for service will be issued only in the name of the Contractor.
- F. Contractor shall adapt to changes to the ordering method or ordering procedures as required by the City during the term of the agreement.
- G. Change orders shall be agreed upon by Contractor and City, and issued as needed in writing by the City.

VIII. ACCOUNT MANAGER / SUPPORT STAFF FOR TRAINING COURSES

- A. Proposer shall provide a dedicated, competent Account Manager who shall be responsible for the City's account / agreement. The Account Manager shall receive all orders from the City and shall be the primary contact for all issues regarding the Proposer's response to this RFQ and any agreement which may arise pursuant to this RFQ.
- B. Proposer shall also provide adequate, competent support staff that shall be able to service the City during normal working hours (7:00 AM – 5:00 PM), Monday through Friday. Such representative(s) shall be knowledgeable about the agreement, training offered, and able to identify and resolve quickly any issues included, but not limited to order and invoicing problems.
- C. Contractor's Account Manager shall be familiar with City requirements and standards and work with the City to ensure that established standards are adhered to.
- D. Contractor's Account Manager shall keep the City and ASAUA Training & Exercise Program Manager informed of requests from departments.

IX. EXERCISES

- A. ASAUA requires seminars, workshops, tabletops, drills, functional, and full-scale exercises in the following specific disciplines:
 - Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health
 - Emergency Management
 - Cyber Security
- B. Contractor shall conduct seminars, workshops, tabletops, drills, functional, and full-scale exercises at various locations/venues within the ASAUA. All drills, functional and full scale exercises will require an EHP approval from FEMA/Cal OES prior to delivery. It shall be the responsibility of the Contractor to complete all forms and documentation necessary to obtain the required EHP approvals at its cost. Contractor shall ensure that, when required, an Environmental Historic Preservation (EHP) approval letter has been issued to the ASAUA before delivery of any seminars, workshops, tabletops, drills, functional, and full-scale

exercises. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of requests for approval.

- C. All exercises must be conducted in a manner which adheres to all applicable state and federal guidelines, including exercise design and development guidelines outlined in the HSEEP.
- D. When conducting seminars, workshops, tabletops, drills, functional and full-scale exercises, Contractor shall provide all required exercise consumables, printed materials, handouts, and other materials such as, but not limited to, exercise manuals, special effects, actor moulage, supplies, signage, etc. at its cost. The City shall not be billed nor will it accept requests for reimbursements and/or billing.
- E. Contractor shall provide and assign high quality personnel such as exercise designers, directors, controllers, evaluators, and support personnel on a consistent basis to deliver the specified seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- F. Contractor shall provide all multi-media devices necessary for presentations during seminars, workshops, tabletops, drills, functional, full-scale exercises, and any planning meetings and conferences.
- G. Contractor and its exercise personnel shall provide immediate feedback to the City via the ASUA Homeland Security Regional Training and Exercise Program Manager regarding all customer requests for new or additional services or to report complaints.
- H. Seminar, workshop, tabletop, drill, functional and full-scale exercise venues may be provided by the City or by hosting agencies based on the needs of the exercise. Contractor must be able to secure exercise sites at any of the jurisdictions within the ASUA.
- I. Contractor is responsible for providing exercise materials and delivering it to the site(s) of all seminars, workshops, tabletops, drills, functional and full-scale exercises at its cost. The City shall not be billed nor will it accept requests for reimbursements and/or billing.
- J. Contractor may not charge the City for materials brought to the seminars, workshops, tabletops, drills, functional, and full-scale exercises that are not utilized.
- K. Contractor shall ensure that exercise participants are members of agencies or organizations located or operating within the ASUA, or have been approved by the ASUA Training & Exercise Program Manager or his designee.

X. QUALIFICATIONS – HOMELAND SECURITY EXERCISE EXPERIENCE

The following elements outline the type of experience and expertise proposers should possess related to the development and delivery of seminars, workshops, tabletops, drills, functional and full-scale exercises. Proposers will document their experience and expertise in their SOQs.

ASUA requires seminars, workshops, tabletops, drills, functional and full-scale exercises in the following specific disciplines:

- Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health
 - Emergency Management
 - Cyber Security
- A. Proposer should be experienced and proficient in the design and delivery of relevant homeland security related seminars, workshops, tabletops, drills, functional and full-scale exercises.
 - B. Proposer should have staff that is experienced and proficient in developing seminars, workshops, tabletops, and drills, functional and full-scale exercises in accordance with HSEEP guidelines.
 - C. Proposer should have staff that is experienced and proficient in conducting seminars, workshops, tabletops, drills, functional and full-scale exercises in accordance with HSEEP guidelines.
 - D. Proposer should have staff that is experienced and proficient in providing training to and coordinating exercise evaluators, controllers, and Simulation Cell operators.

XI. DELIVERABLES / REPORTS FOR EXERCISES

- A. Exercise Documents: Contractor shall provide all documents necessary to conduct seminars, workshops, tabletops, drills, functional and full-scale exercises in accordance with HSEEP guidelines. These documents should include, but not be limited to: Exercise Plan, Controller/Evaluator Plan, Master Scenario Events List (MSEL), Exercise Evaluation Guides, etc.
- B. Contractor must provide rosters, sign-in sheets, and presentation materials for all planning meetings conducted in support of all seminars, workshops, tabletops, drills, functional and full-scale exercises and will deliver to the ASUA Training & Exercise Program Manager upon completion of the planning activity at its cost.
- C. Contractor must complete After Action Reports (AARs) for all seminars, workshops, tabletops, drills, functional and full-scale exercises. Copies of these AARs must be provided to the ASUA Training & Exercise Program Coordinator within 60 days of any seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- D. Contractor must complete an Improvement Plan for each seminar, workshop, tabletop, drill, functional and full-scale exercise delivered. Copies of the Improvement Plan will be provided to the ASUA Training & Exercise Coordinator within 60 calendar days of any seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- E. Proposer shall upload, on behalf of the ASUA, all necessary AARs and Improvement Plans into HSEEP within 60 calendar days of completing any exercise activity.

XII. QUANTITIES FOR EXERCISES

Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

XIII. PRICING FOR EXERCISES

- A. All price quotes offered during an informal request for quote process will remain firm for the term of the resulting PO under the Agreement.
- B. Unless otherwise stated, Proposer agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
- C. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
- D. Any price increase or decrease for subsequent contract terms may be negotiated between Proposer and City only after completion of the initial term.
- E. Taxes and freight charges:
 - 1. The City is soliciting a total price per single delivery of each seminar, workshop, tabletop, drill, functional, and full-scale exercise. The price quoted for each seminar, workshop, tabletop, drill, functional, and full-scale exercise shall be the total cost the City will pay including Sales, Use, or other taxes and all other charges.
 - 2. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or any other purpose, except taxes legally payable by City, will be paid by the City unless expressly included and itemized in the SOQ.
 - 3. Amount paid for transportation of property to the City of Santa Ana is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee is the City of Santa Ana; as such papers may be acceptable by the carrier as proof of the exempt character of the shipment.
 - 4. Articles sold to the City of Santa Ana are exempt from certain Federal excise taxes. The City will furnish an exemption certificate.
- F. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- G. Price quotes shall include any and all payment incentives available to the City.
- H. Proposer are advised that in the evaluation of costs, if applicable, it will be assumed the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

- I. Federal and State minimum wage laws apply. The City has no requirements for living wages. The City is not imposing any additional requirements regarding wages.

XIV. AWARD FOR EXERCISES

- A. The City reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for proposers to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the City.
- B. The City reserves the right to award to a single or multiple proposers.
- C. The City has the right to decline to award an agreement or any part thereof for any reason.
- D. City Council approval to award an Agreement will be required.
- E. Agreement must be negotiated, finalized, and signed by the recommend awardee(s) prior to City Council approval.
- F. Final Agreement terms and conditions will be negotiated with the selected Contractors.
- G. The RFQ specifications, terms, conditions, and Exhibits, RFQ Addenda and Proposer's SOQ, may be incorporated into and made a part of any agreement that may be awarded as a result of this RFQ.

XV. METHOD OF ORDERING FOR EXERCISES

- A. As exercises are required, subsequent solicitations in the form of requests for firm price quotations and scope of work will be requested from Contractors with which the City has an Agreement.
- B. Contractors who have been qualified will be provided a scope of work for the desired seminar, workshop, tabletop, drill, functional or full-scale exercise and requested to provide a written quotation. These quotations will be reviewed and evaluated by the ASAUA Grant Office. The City shall not be obligated to accept the lowest priced quotation, but will award individual projects in the best interests of the City after all factors have been evaluated. City reserves the right to negotiate scope of work and pricing prior to award of any project.
- C. Individual order price quotations shall be provided upon request per project and shall include, but not be limited to, an identifying (quotation) number, date, City of Santa Ana agreement number, requestor name and phone number, ship to location, itemization of services with complete description and price per item and a summary of total cost for services, shipping, and tax.
- D. Purchase Orders (POs) will be issued upon approval of written itemized quotations received from the Contractor(s).

- E. POs will be faxed, transmitted electronically, or mailed and shall be the only authorization for the Contractor to place an order.
- F. POs and payments for service will be issued only in the name of the Contractor.
- G. Contractor shall adapt to changes to the ordering method or ordering procedures as required by the City during the term of the agreement.
- H. Change orders shall be agreed upon by Contractor and City and issued as needed in writing by the City.

XVI. ACCOUNT MANAGER / SUPPORT STAFF FOR EXERCISES

- A. Proposer shall provide a dedicated competent account manager who shall be responsible for the City account / agreement. The account manager shall receive all orders from the City and shall be the primary contact for all issues regarding the Proposer's response to this RFQ and any agreement which may arise pursuant to this RFQ.
- B. Proposer shall also provide adequate, competent support staff that shall be able to service the City during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the agreement, training offered, and able to identify and resolve quickly any issues included, but not limited to order and invoicing problems.
- C. Proposer account manager shall be familiar with City requirements and standards and work with the City to ensure that established standards are adhered to.

Proposer account manager shall keep the City and ASAUA Training & Exercise Program Manager informed of requests from departments as required.

XVII. INVOICING FOR TRAINING AND/OR EXERCISE COURSES

- A. Contractor shall invoice the City, unless otherwise advised, upon satisfactory receipt of performance of services.
- B. City will use best efforts to make payments within forty-five (45) days following receipt and review of invoice and upon complete satisfactory receipt of performance of services.
- C. Invoices should be Emailed to:

Sgt. Roland Andrade
 Santa Ana Police Department
 Homeland Security Division / M-18
 60 Civic Center Plaza
 P.O. Box 1981
 Santa Ana, CA 92701
 Email: RAndrade2@santa-ana.org

- D. City shall notify Contractor of any adjustments required to invoices.

E. Invoices shall include, at minimum:

- City PO number (if applicable);
- Invoice number;
- Agreement number;
- Remit to address;
- Itemized services;
- Course description
- Pricing as per agreement;
- Instructor name;
- Number of participants;
- Course date(s); and
- Shall be accompanied by acceptable proof of delivery.

F. Contractor shall utilize standardized invoices upon request.

G. Invoices shall only be issued by the Contractor who is awarded an agreement.

H. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.

EXHIBIT B

COSTS – TRAINING CLASSES AND EXERCISES

TRAINING		
Course Title	Description	Total Course Cost (Estimated)
E/L -950 Incident Commander	This course addresses all roles and responsibilities appropriate to a All-Hazards Incident Commander operating in a local or state-Level AHIMT. These responsibilities fall into two categories: 1) responding to the incident and command needs of the incident, and 2) effectively fulfilling the position responsibilities of on Incident Commander on an AHIMT.	\$13,795
E/L -952 Public Information Officer	This course addresses all roles and responsibilities appropriate to a All Hazards Public Information Officer operating in a local or state-level AHIMT. These responsibilities fall into two categories: 1) responding to the incident and command needs of the incident, and 2) effectively fulfilling the position responsibilities of a Public Information Officer on an AHIMT or single resource.	\$18,800
E/L- 954 Safety Officer	This course addresses all roles and responsibilities appropriate to an All-Hazards Safety Officer operating in a local or State-level AHIMT or a single resource. These responsibilities fall into two categories: 1) responding to the incident and command needs of the incident, and 2) effectively fulfilling the position responsibilities of an Safety Officer on an AHIMT or as a single resource.	\$18,800
E/L- 956 Liaison officer	This course addresses all roles and responsibilities appropriate to a Liaison Officer operating on local or State-Level All-Hazards ICS Incident Management Team. These responsibilities fall into two categories: 1) responding to the incident and the command needs of the incident, and 2) effectively fulfilling the position responsibilities of a Liaison Officer on an AHIMT.	\$17,999
E/L- 958 Operations Section Chief	The goal of this professional development course is to provide the local and state-level emergency responders with an overview of key	\$18,500

	duties and responsibilities of a Operations Section Chief Type III in a Type III AHIMT.	
E/L-960 Division Group Supervisor All Risk	This course addresses all roles and responsibilities appropriate to a DIVS operating in a local or state-level AHIMT or response. Those responsibilities fall into two categories: 1)responding to the incident and commend needs of the incident, and 2) effectively fulfilling the position responsibilities of a Division or Group Supervisor.	\$15,500
E/L-962 Planning Section Chief	This course addresses all roles and responsibilities appropriate to a All Hazards Planning Section Chief operating in a local or state-level All-Hazards Incident Management Team. These responsibilities fall into two categories: 1) managing the planning cycle and 2) tracking resources and incident status.	\$17,999
E/L-964 Situation Unit Leader	This course addresses all roles and responsibilities appropriate to a All-Hazards Situation Unit Leader operating in a local or State-level AHIMT. These responsibilities fall into two categories: Situation Unit Leader duties: 1) processing information and intelligence and 2) developing displays.	\$17,949
E/L-965 Resources Unit Leader	This course addresses all roles and responsibilities appropriate to a All-Hazards Resources Unit Leader operating in a local or state-level AHIMT or as a single resource.	\$17,949
E/L-967 Logistics Section Chief	This course addresses all roles and responsibilities appropriate to a Logistics Section Chief operating on local or State-level All Hazards ICS Incident Management Team. These responsibilities fall into two categories: Logistics Section Chief duties 1) responding to the incident; and 2) effectively fulfilling the position responsibilities of a Logistics Section Chief on an All-Hazards ICS Incident Management Team.	\$20,853
E/L-969 Communication Unit Leader	This course addresses all roles and responsibilities appropriate to a COML operating in a local or state-level AHIMT.	\$17,949

E/L-970 Supply Unit Leader	Provide local and state-level emergency responders with an overview of key duties and responsibilities of a Supply Unit Leader Type III in a Type III All-Hazards Incident Management Team (AHMIT).	\$17,949
E/L-971 Facilities Unit Leader	This course addresses s all roles and responsibilities appropriate to a Facilities Unit Leader operating on a local or state-level AHIMT.	\$17,949
E/L-973 Finance Section Chief	This course addresses all roles and responsibilities appropriate to a Finance Section Chief operating in a local or state-level AHIMT. These responsibilities fall into two categories: Finance Section Chief duties 1) managing the Finance/Administration Section personnel and 2) managing the finances and administrative responsibilities during an incident.	\$18,500
E/L-975 Finance/Admin Unit Leader	This course addresses all roles and responsibilities appropriate to operating in one of the Finance/Administration Unit Leader positions on a local or state-level AHIMT or single resource assignment. These responsibilities fall into two categories: 1) responding to the incident and the command needs of the incident, and 2) effectively fulfilling the position responsibilities of a Finance Administration Unit Leader on an AHIMT or as a single resource.	\$17,949
Emergency Operations Center (EOC) Action Planning (EOCAP) - CA-007 COMM	Despite the importance of EOC coordination and planning, there are few resources available for EOC personnel to improve their skills and knowledge in this area. This interactive one-day course provides instruction on the EOC coordination process with a focus on the role of the EOC Management Section and the inputs, processes, and outputs of developing the EOC coordination plan. Students receive instruction on the best practices and tools that feed the EOC coordination process and are afforded the opportunity to apply their training during hands-on activities.	\$5,604

Emergency Operations Center (EOC) Management and Operations G775	<p>This course focuses on EOC Management and Operations. Content includes Multiagency Coordination, EOC design, how to staff, activate and deactivate an EOC.</p> <p>Performance Objectives</p> <ul style="list-style-type: none"> - Multiagency Coordination Systems (MACS) and where EOCs fit into MACS per NIMS - Factors to consider when staffing the EOC and ways to organize staff - NIMS requirements for interoperable and redundant communications - EOC information needs and equipment to support those needs - Analyze current EOC functions and alternate EOCs - Processes to activate and deactivate the EOC - ICS/EOC interface - Training and exercising your EOC personnel 	\$11,083
Emergency Operations Center (EOC) Situational Awareness and Common Operation Picture	<p>The Situational Awareness and Common Operational Picture for Emergency Operations Centers Course is a 16-hour, classroom delivered, training course that is U.S. Department of Homeland Security certified and a CSTI Type III EOC Position Credentialing requirement. The course is designed to build the situational awareness and common operating picture (SA/COP) skills, knowledge, and capabilities of responders supporting all-hazards response operations in the field and emergency operations centers. In addition to SA/COP instruction, the course also provides practical strategies and tools to synchronize workflow during the EOC action planning process (Planning P). The training is a combination of lecture, hands-on activities, and culminates with an innovative, emergency management board game that affords students the opportunity to apply the SA/COP principles and tools in a collaborative, teambuilding environment.</p>	\$12,500
Emergency Planning (G235)	<p>This course provides the students with training in the fundamentals of the emergency planning process, including the rationale behind planning. It will develop the students' capacity for effective participation in the all-hazard emergency operations planning process to save lives and protect property threatened by disaster.</p>	\$20,853

EOC Action Planning (G626)	Similar to the EOC Action Planning course but truncated, this course focuses on the fundamentals of the EOC Action Planning process.	\$20,853
EOC Management and Operations (G775)	<p>This course focuses on EOC Management and Operations. Content includes Multiagency Coordination, EOC design, how to staff, activate and deactivate an EOC.</p> <p>Performance Objectives</p> <ul style="list-style-type: none"> - Multiagency Coordination Systems (MACS) and where EOCs fit into MACS per NIMS - Factors to consider when staffing the EOC and ways to organize staff - NIMS requirements for interoperable and redundant communications - EOC information needs and equipment to support those needs - Analyze current EOC functions and alternate EOCs - Processes to activate and deactivate the EOC - ICS/EOC interface - Training and exercising your EOC personnel 	\$11,083
Essential EOC Section/Planning Training - Finance and Administration (G110-F)	This training module focuses on key Emergency Operations Center (EOC) positions within the Finance & Admin Section based on the state OES EOC Section/Position credentialing document.	\$7,023
Essential EOC Section/Planning Training - Logistics (G110-L)	This training module focuses on key Emergency Operations Center (EOC) positions within the Logistics Section based on the state OES EOC Section/Position credentialing document.	\$7,023
Essential EOC Section/Planning Training - Management (G110-M)	This training module focuses on key Emergency Operations Center (EOC) positions within the Management Section based on the state OES EOC Section/Position credentialing document.	\$7,023
Essential EOC Section/Planning Training - Operations (G110-O)	This training module focuses on key Emergency Operations Center (EOC) positions within the Operations Section based on the state OES EOC Section/ Position credentialing document.	\$7,023
Essential EOC Section/Planning Training - Planning and Intelligence (G110-P)	This training module focuses on key Emergency Operations Center (EOC) positions within the Planning and Intel Section based on the state OES EOC Section/Position credentialing document.	\$7,023

Essential EOC Action Planning TTT (G626)	This course is intended to state certify instructors so they can offer the CSTI/Cal OES approved Essentials of Action Planning Course. Once the instructor is certified as an Outreach Instructor, he/she will be able to request state certification from CSTI/Cal OES for the students attending the "Outreach" Essentials of Action Planning Course.	\$9,873
G-191: ICS/EOC Interface Workshop	The goal of this professional development course, E/L/G 0191 Emergency Operations Center/Incident Command System Interface, is to enable the students to develop an effective interface between the Incident Command/Unified Command and the Emergency Operations Center by applying National Incident Management System principles. Selection Criteria: The intended audience(s) are federal, state, tribal, territorial, local level, private industry, volunteer and nongovernmental emergency management personnel who are active in a community's ICS and EOC activities. This course works best when delivered to combined audience of ICS and EOC personnel. The materials were developed with the assumption that audience members may have little or no actual experience as a member of an Incident Command Post staff or an EOC Staff.	\$9,195
G290/G291 Basic Public Information Officer and Joint Information System/Joint Information Center	The course will enable the participants to develop an effective interface between the Incident Command and the Emergency Operations Center (EOC) by applying Incident Command (ICS) principles.	\$13,500
I-100: Introduction to the Incident Command System	The 8-hour course provides training and resources, for first-responder personnel who require an introduction to the Incident Command System. The course is designed to enable personnel to operate efficiently during an incident or event within the ICS, SEMS, or NIMS.	\$5,604
I-200: Basic Incident Command System for Initial Response	This 8-hour course provides training and resources for first responder personnel who require a basic understanding of the Incident Command System (ICS). The course is designed to expand upon information covered in the ICS 100 (Introductory) Course and enable	\$5,802

	personnel to operate more efficiently during on incident or event within the ICS, SEMS, and, NIMS.	
I-300: Intermediate ICS for Expanding Incidents	This 20-hour course provides training and resources for personnel who require advanced application of the Incident Command System (ICS). This course expands upon information covered in ICS 100 and 200 courses. The course also allows those identified personnel, including public health personnel, to comply with ICS level 300 training.	\$9,942
I-400: Advanced ICS for Command and General Staff	This 16-hour course provides training and resources for personnel who require advanced understanding and application of the Incident Command System (ICS). This course expands upon information covered in the ICS 300 course.	\$8,502
I-700: National Incident Management System, An Introduction	This course provides an overview of the National Incident Management System (NIMS). The National Incident Management System defines the comprehensive approach guiding the whole community - all levels of government, nongovernmental organizations (NGO), and the private sector - to work together seamlessly to prevent, protect against, mitigate, respond to, and recover from the effects of incidents. The course provides learners with a basic understanding of NIMS concepts, principles, and components.	\$2,500
I-800: National Response Framework, An Introduction	The goal of the IS-0800.d, National Response Framework, An Introduction, is to provide guidance for the whole community. Within this broad audience, the National Response Framework focuses especially on those who are involved in delivering and applying the response core capabilities	\$2,500

O-305 - Type 3 Incident Management Training	<p>This course serves as a basic introduction to the activities and processes of a Type 3 All-Hazards Incident Management Team (AHIMT), enabling them to be better prepared to support large scale or complex operations in their communities. This course meets the needs of the National Incident Management System (NIMS) and the National Response Framework (NRF) while focusing on the importance of developing and operating as a functional USFA Type 3 AHIMT and will assist individual responders to perform as viable team members.</p>	\$33,433
Situational Awareness (SA) and Common Operating Picture (COP) Course	<p>The Situational Awareness and Common Operational Picture for Emergency Operations Centers Course is a 16-hour, classroom delivered, training course that is U.S. Department of Homeland Security certified and a CSTI Type III EOC Position Credentialing requirement. The course is designed to build the situational awareness and common operating picture (SA/COP) skills, knowledge, and capabilities of responders supporting all-hazards response operations in the field and emergency operations centers. In addition to SA/COP instruction, the course also provides practical strategies and tools to synchronize workflow during the EOC action planning process (Planning P). The training is a combination of lecture, hands-on activities, and culminates with an innovative, emergency management board game that affords students the opportunity to apply the SA/COP principles and tools in a collaborative, teambuilding environment.</p>	\$12,500

EXERCISES		
A) Discussion-Based Exercises - focus on strategic, policy-oriented issues; facilitators and/or presenters usually lead the discussion, keeping participants on track towards meeting exercise objectives. <i>(*Note: Estimated costs are example costs only and depict a range that an exercise may fall within. Actual costs can vary and is dependent on the size, scope, and variables involved with a particular exercise)</i>		
Exercise Type	Description	Range of Cost (Estimated)
Seminar	Seminars generally orient participants to, or provide an overview of, authorities, strategies, plans, policies, procedures, protocols, resources, concepts, and ideas. Seminars can be valuable for entities that are developing or making major changes to existing plans or procedures.	\$20,000
Workshop	Although similar to seminars, workshops differ in two important aspects: 1. participant interaction is increased, and 2. focus is placed on achieving or building a product. To be effective, workshops should have clearly defined objectives, products, or goals, and should focus on a specific issue.	\$20,000
Tabletop	Tabletop Exercises (TTX) are intended to generate discussion of various issues regarding a hypothetical simulated emergency. They can be used to enhance general awareness, validate plans and procedures, rehearse concepts, and/or assess the types of systems needed to guide the prevention of, protection from, mitigation of, response to, and recovery from a defined incident. The effectiveness of a TTX is derived from the energetic involvement of participants and their assessment of recommended revisions to current policies, procedures, and plans; therefore facilitation is critical to keeping participants focused on exercise objectives.	\$25,000

B) Operation-Based Exercises - used to validate plans, policies, agreements, and procedures; clarify roles and responsibilities; and identify resource gaps. Exercises are characterized by actual reaction to an exercise scenario, such as initiating communications or mobilizing personnel and resources. *(*Note: Estimated costs are example costs only and depict a range that an exercise may fall within. Actual costs can vary and is dependent on the size, scope, and variables involved with a particular exercise)*

Exercise Type	Description	Range of Cost (Estimated)
Drill	A drill is a coordinated, supervised activity usually employed to validate a specific function or capability in a single agency or organization. Drills are commonly used to provide training on new equipment, validate procedures, or practice and maintain current skills. For every drill, clearly defined plans, procedures, and protocols need to be in place. Personnel need to be familiar with those plans and trained in the processes and procedures to be drilled.	\$30,000
Functional	Functional Exercises (FE) are designed to validate and evaluate capabilities, multiple functions and/or sub-functions, or interdependent groups of functions. FEs are typically focused on exercising plans, policies, procedures, and staff members involved in management, direction, command, and control functions. An FE is conducted in a realistic, real-time environment; however, movement of personnel and equipment is usually simulated.	\$50,000
Full-Scale	Full-Scale Exercises (FSE) are typically the most complex and resource-intensive type of exercise. They involve multiple agencies, organizations, and jurisdictions and validate many facets of preparedness. FSEs often include many players operating under cooperative systems such as the Incident Command System (ICS) or Unified Command. In an FSE, events are projected through an exercise scenario with event updates that drive activity at the operational level. FSEs are usually conducted in a real-time, stressful environment that is intended to mirror a real incident. Throughout the duration of the exercise, many activities occur simultaneously.	\$85,000

**AGREEMENT TO PROVIDE TRAINING COURSES AND EXERCISES
FOR THE ANAHEIM / SANTA ANA URBAN AREA ON AN AS-NEEDED BASIS**

THIS AGREEMENT is made and entered into this 1st day of December, 2020, by and between The Cadmus Group LLC. (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On August 10, 2020, the Santa Ana Police Department (“SAPD”) issued Request for Qualifications No. 20-062 (“RFQ”), by which it sought to identify and qualify suitable vendors capable of delivering a broad choice of homeland security-related training courses and exercises conducted by professionals in the fields of law, fire, public health, emergency management and cybersecurity.
- B. These courses are in support of the Anaheim/Santa Ana Urban Area (“ASAUA”) Homeland Security Regional Training and Exercise Program and will be funded by a grant awarded to the City by the United States Department of Homeland Security’s Urban Areas Security Initiative (“UASI”) and administered by SAPD. The ASAUA consists of the incorporated cities in Orange County and the police departments of the University of California, Irvine, California State University, Fullerton, and community colleges in the County of Orange.
- C. Through SAPD, the training and exercise programs will be made available to agencies in the ASAUA on an as-needed basis to enhance domestic preparedness for acts of terrorism.
- D. Contractor submitted a responsive proposal that was among those selected by the City.
- E. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an as-needed basis, and at the sole discretion of City, Contractor shall conduct the training and/or exercise programs described in the scope of services provided in the RFQ and attached hereto as **Exhibit A**. Contractor’s proposal is incorporated by reference as though fully set forth herein. In the performance of all services, Contractor shall comply and provide the required training/classes and exercises attached hereto as **Exhibit B**.

2. CHANGE ORDERS/AMENDMENTS

- a. To maintain flexibility that allows first responders to address emerging and unforeseeable threats, the ASUA Homeland Security Regional Training and Exercise Program will utilize a Change Order provision to request other training and exercise courses at the City's request. Change Orders will be used to approve training and/or exercises and can modify the existing scope of work for specialty and other ad-hoc training and exercises on an as needed basis. Change Orders will be drafted by the UASI Grant Coordinator, reviewed and approved by the Contractor, then forwarded to the Chief of Police and the City Manager for the City of Santa Ana or their designees for approval.
- b. Any change order that contains any terms contrary to services provided within this Agreement shall be void, unless City and Consultant have expressly agreed in a writing, requiring approval by the City Manager and the City Attorney's office. Consultant agrees and understands that substantive changes to the terms of the Agreement are subject to approval by the City Council.

3. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit B. Any compensation payable to Contractor shall be paid from a portion of the above-referenced UASI grant awarded to the City in the amount of \$3,147,600, which shall serve as the total amount payable for all training and exercise programs supplied under RFQ No. 20-062.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work that fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

4. TERM

This Agreement shall commence on the date stated above and continue through November 30, 2023, unless terminated earlier in accordance with Section 18, below. The term of this Agreement may be extended for up to two (2) one (1) year period upon a writing executed by the City Manager and the City Attorney and subject to funding.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor

performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

- c. Worker's Compensation Insurance. In accordance with the California Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Contractor pursuant to this section:
 - (i) Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - (iii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
 - (iv) Contractor shall supply City with a fully executed additional insured endorsement.
- f. If Contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to terminate this Agreement. Such termination shall not affect Contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Contractor agrees to and shall indemnify, defend, and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligence or willful misconduct of the Contractor or its, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement.

This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Contractor's indemnification obligations in this section shall survive expiration of this Agreement.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless City, its officers, agents, representatives, and employees against any and all liability or losses, including costs and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright, alleged or contained in the work product or documents provided or used by Contractor under this Agreement.

10. CONFORMITY WITH LAW AND SAFETY

In performing any services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over the scope of services, including all provisions of the California Occupational Safety and Health Act. Contractor shall indemnify, defend, and hold harmless City from any and all liability, fines, penalties, and consequences from any of Contractor's failures to comply with such laws, ordinances, codes, and regulations.

11. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

12. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that

it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

13. CONFLICT OF INTEREST CLAUSE

- a. Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with the performance of services specified under this Agreement.
- b. The parties understand that outside parties, subject to receipt of financial benefit from UASI funding, as noted in Recital Section B and the RFQ, are often utilized by the ASA UASI as subject matter expert reviewing training and exercise proposals. To avoid potential conflict of interest of engaging sub-contractors, subject to receipt of financial benefit from UASI funding, shall not be engaged by the Contractor as a sub-contractor to provide the services provided in this Agreement, or any change order or amendment thereto.

14. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
 City of Santa Ana
 20 Civic Center Plaza (M-30)
 P.O. Box 1988
 Santa Ana, CA 92702-1988
 Fax 714- 647-6956

With courtesy copies to:

Roland Andrade, Sergeant
UASI Grant Coordinator
Homeland Security Division
Santa Ana Police Department

60 Civic Center Plaza
Santa Ana, CA 92701

To Contractor:

Christy Welch, Contracts Manager
The Cadmus Group LLC.
1620 Broadway, Suite G
Santa Monica, CA. 90404
(703) 247-6133
contracts@cadmusgroup.com

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

15. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter therein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

16. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

17. WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, City may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

19. NONDISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

20. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

21. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of

Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

22. CERTIFICATIONS

a. Debarment and Suspension. Contractor will comply, and all its subcontractors will comply, with applicable federal suspension and debarment regulations including, but not limited to, Executive Orders 12549 and 12689, and 2 Code of Federal Regulations (CFR) §200.212 and codified in 2 CFR Part 200.

b. Section 504 of the Rehabilitation Act of 1973. All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified disabled person shall, solely by reason of disability be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. Contractor agrees it will ensure that requirements of The Act shall be included in any agreements with and be binding on all of its subcontractors, assignees, or successors.

c. Americans with Disabilities Act of 1990 (ADA). Contractor must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

d. Lobbying and Political Activity. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

e. Contractor will comply, and all its subcontractors will comply, with all applicable lobbying prohibitions and laws, including those found in United States Code Title 31, § 1352, et seq., and agrees that none of the funds provided under this award may be expended by the Contractor to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.

f. Contractor will comply, and all its subcontractors will comply, with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), as applicable.

g. Non-Discrimination and Equal Opportunity. Contractor will comply, and all its subcontractors will comply, with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; Section 523 and 527 of the Public Health Service Act of

1912, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against Contractor, Contractor will forward a copy of the findings to City, which will, in turn, submit the findings to the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice.

h. Contractor will comply, and all its subcontractors will comply, with all requirements of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment-Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), as applicable.

i. Contractor will comply, and all its subcontractors will comply, with all requirements of the California Public Contract Code Section 10295.3, as applicable.

j. Contractor will comply, and all its subcontractors will comply, with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

k. Contractor will comply, and all its subcontractors will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

l. Contractor will comply, and all its subcontractors will comply, with all requirements of Sections 103 and 107 of the Contract Work and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

m. Contractor will comply, and all its subcontractors will comply, with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR part 15), as applicable.

n. Contractor will comply, and all its subcontractors will comply, with all requirements of the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), (53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995), as applicable.

o. Contractor will comply, and all its subcontractors will comply, with all requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as applicable.

p. Contractor agrees that the Department of Homeland Security shall have the authority to seek patent rights for any process, product, invention or discovery developed and paid for with funding through this Agreement based on the requirements of 37 CFR§ 401, as applicable.

q Contractor may copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement. However, the federal awarding agency, State Administrative Agency (SAA), and City reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government, SAA and/or City purpose:

(1) the copyright in any work developed through this Agreement; and

(2) any rights of copyright to which the Contractor purchases ownership with support through this grant. The Federal government's, SAA's and City's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

23. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[signature page to follow]

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

ATTEST:

CITY OF SANTA ANA

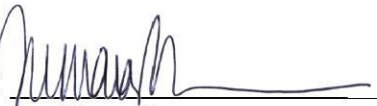
Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONTRACTOR:

By: 

Tamara Bogosian
Senior Assistant City Attorney



By: Christy Welch
Title: Contracts Manager

RECOMMENDED FOR APPROVAL:

David Valentin
Chief of Police

EXHIBIT A

SCOPE OF SERVICES

I. REQUIREMENTS

The specific requirements of this RFQ have been listed in two sections to allow proposers to respond to either, the training courses component, the exercise component, or both. There is no requirement the Proposer must respond to both components of the RFQ.

II. TRAINING COURSES

A. ASAUA currently requires training courses in the following specific disciplines:

- Law Enforcement/Tactical
- Fire/Emergency Medical
- Public Health
- Emergency Management
- Cyber Security

B. Contractor shall conduct training courses, which it has been successfully prequalified for, at various locations/venues within the ASAUA.

C. Contractor shall prepare course flyers, register attendees, record attendance by signed roster, provide certificates of completions, and verify course completion by the participants.

D. Contractor shall prepare and present specified training courses. Course material shall be available at the time the training is provided for each of the training courses the proposer has outlined in their SOQ.

E. All training courses presented must meet state and federal guidelines and be approved by Cal OES and DHS for reimbursement under the Homeland Security Grant Program prior to delivery. Refer to the Cal OES website at: <http://www.caloes.ca.gov/cal-oes-divisions/california-specialized-training-institute> and the DHS website at: <https://www.fema.gov/training> for further information regarding state and federal guidelines for Department of Homeland Security grants. If any portion of the training course occurs outside of the classroom, an Environmental & Historic Preservation (EHP) approval must be obtained from FEMA/Cal OES prior to delivery of the course. The EHP approval is location specific and if an EHP approval is required, one must be obtained for each location where the course is delivered. It shall be the responsibility of the Proposer to complete all of the forms and documentation necessary to obtain the required approvals. Contractor shall ensure that, when required, an Environmental Historic Preservation (EHP) approval has been issued to the ASAUA before delivery of the training course. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist the Proposer with the submission of the requests for approval. The City shall not be billed for any costs associated with obtaining these approvals.

- F. Contractor shall offer course content that satisfies the five preparedness priorities identified in the ASAUA Multiyear Training & Exercises plan. The ASAUA MTEP is attached for reference.
- G. Contractor shall provide all required training material, handouts, course syllabus and/or written curriculum.
- H. Contractor shall collect written survey comments/course evaluations from participants at the conclusion of every course offered. Survey/course evaluations will be conducted in a manner specified by the City. A standardized course survey form will be provided to the successful proposers. A record of responses shall be maintained throughout the term of the agreement by Contractor, and organized by training course, date, instructor, etc. Frequently mentioned comments shall be reported to City Project Manager. Electronic reporting shall be made available to the City upon request.
- I. City reserves the right to cancel training courses with fourteen (14) calendar days' notice of delivery date. City shall not be charged for the class, travel costs, or training materials by Contractor if cancellation occurs within this period.
- J. City reserves the right to cancel training courses for student minimums not being met.
- K. Contractor shall provide and assign high quality instructors on a consistent basis to deliver the specified courses.
- L. All instructors shall use the methods suggested by the training protocols established, such as maintaining and updating each training syllabus; introducing and following objectives for each class; completing training as described; and utilizing training aids such as audio/visual systems.
- M. Contractor and all its instructors shall provide immediate feedback to the City via the ASAUA Homeland Security Regional Training and Exercise Program Manager regarding all customer requests for new or additional services, or to report complaints.
- N. Contractor will be paid for services rendered. Training days are generally eight (8) hours long (e.g. 8:00 AM – 5:00 PM), including a one (1) hour lunch break. Schedule should include regular breaks on a 50/10 break ratio – for every fifty (50) minutes of instruction, there should be a ten (10) minute break. Half days are defined as four (4) hours or less of instruction.
- O. Training venues may be provided by the City or by hosting agencies based on the needs of the course. Contractor must be able to secure training sites at any of the jurisdictions within the ASAUA.
- P. All Contractor-developed courses must be approved by California Office of Emergency Services (Cal OES) for reimbursement under the Homeland Security Grant Program prior to delivery. It is the responsibility of the Contractor to prepare all forms and documentation necessary to obtain all course approvals at its cost. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of the

requests for approval. The City shall not be billed for any costs associated with obtaining these approvals.

- Q. The anticipated start date of this agreement is Winter of 2020. Usage under agreements awarded as a result of this RFQ will begin at this time.
- R. Depending on the training or exercise, Contractor's instructors and courses may be required to be California Peace Officer Standards & Training (POST) certified or California State Fire Marshal approved. It shall be the responsibility of the Contractor to obtain all POST certifications and California State Fire Marshal course approvals at its cost. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of the requests for certifications and approval. The City shall not be billed for any costs associated with obtaining these certifications and approvals.
- S. A list of "approved" courses is available from Cal OES at www.caloes.ca.gov and a list of Federal Emergency Management Agency (FEMA) approved classes is available at www.fema.gov/training
- T. Contractors are responsible for providing all course materials and delivering it to the site(s) of all training at their cost.
- U. Contractor must work with the ASUA Homeland Security Regional Training and Exercise Program Manager and requesting agencies to coordinate the training calendar and venue.
- V. When required, Contractor must obtain the applicable certifications for developed courses before training begins. The need for certification will be determined by the ASUA Training & Exercise Program Manager. It shall be the responsibility of the Contractor to complete all forms and documentation necessary to obtain the required certifications at its cost. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist the Proposer with the submission of the requests for certification. The City shall not be billed for any costs associated with obtaining these certifications.
- W. Contractor will be required to obtain Emergency Medical Association (EMA) or Emergency Management Institute (EMI) certification on developed courses at its cost if the course content contains materials that require state and/or federal certification. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist the Contractor with the submission of the requests for certification. The City shall not be billed for any costs associated with obtaining these certifications.
- X. Contractor may not charge the City for materials brought to the class that are not utilized.
- Y. Proposers may be selected to provide training based on their expertise within a specific discipline.
- Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health
 - Emergency Management

- Cyber Security

Z. Contractors shall ensure that training participants are members of agencies or organizations located or operating within the ASUA, or have been approved by the ASUA Training & Exercise Program Manager or his designee.

III. DELIVERABLES / REPORTS FOR TRAINING COURSES

A. Course Surveys / Evaluations

1. Course surveys/evaluations results will be tabulated and scored by Contractor. Summary of the results will be provided to the ASUA Training & Exercise Program Manager.
2. Completed course survey/evaluation forms will be provided to the ASUA Training & Exercise Program Manager within 30 days of delivery of the training course.

B. Contractor must provide course flyers for all training courses to be delivered at its cost. The City will manage distribution of such flyers.

C. Contractor must provide to the ASUA Training & Exercise Program Manager all rosters and sign-in sheets upon completion of the training course for all training courses delivered. Contractor shall maintain a record of all original and electronic copies of all sign-in sheets. Electronic copies of rosters and sign-in sheets must be submitted along with invoices issued to City.

D. Contractor shall provide certificates of completion to all students that successfully complete a training course at the conclusion of the training course and provide copies of the certificates to the ASUA Training & Exercise Program Manager within 30 days of delivery of the training course. Contractor shall maintain a record of all certificates provided students.

IV. QUANTITIES FOR TRAINING COURSES

Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

V. PRICING FOR TRAINING COURSES

A. Unless otherwise stated, Proposer agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.

B. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.

C. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.

D. Pricing shall include any and all payment incentives available to the City.

- E. Proposers are advised that in the evaluation of costs, if applicable, it will be assumed the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
- F. Federal and State minimum wage laws apply. The City has no requirements for living wages. The City is not imposing any additional requirements regarding wages.

VI. AWARD FOR TRAINING COURSES

- A. City reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ, from any Exhibits attached hereto, or from any subsequent addenda; to waive informalities and minor irregularities in responses received; and to provide an opportunity for Proposers to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the City.
- B. The City reserves the right to award an agreement to a single Proposer or multiple Proposers.
- C. The City has the right to decline to award an agreement or any part thereof for any reason.
- D. City Council approval to award an Agreement pursuant to this RFQ will be required.
- E. Any agreement must be negotiated, finalized, and approved by the recommend Contractor prior to City Council approval.
- F. RFQ specifications, terms, conditions, and Exhibits, RFQ Addenda, and SOQs, may be incorporated into and made a part of any agreement that may be awarded as a result of this RFQ.

VII. METHOD OF ORDERING TRAINING COURSES

- A. As training is required, subsequent solicitations in the form of requests for firm price quotations and scope of work will be requested from Contractors with which the City has an Agreement.
- B. Individual order price quotations shall be provided upon request per project and shall include, but not be limited to, an identifying (quotation) number, date, City of Santa Ana agreement number, requestor name and phone number, ship to location, itemization of services with complete description and price per item and a summary of total cost for services, shipping, and tax.
- C. Price quotations will be reviewed and Contractor(s) will be selected by the UASI Grant Office. Purchase Orders (POs) will be issued upon approval of written itemized quotations received from Contractor(s). The City shall not be obligated to accept the lowest priced quotation, but will award individual projects in the best interests of the City after all factors have been evaluated. City reserves the right to negotiate scope of work and pricing prior to award of any project.

- D. POs will be transmitted electronically, and shall be the only authorization for the Contractor to place an order.
- E. POs and payments for service will be issued only in the name of the Contractor.
- F. Contractor shall adapt to changes to the ordering method or ordering procedures as required by the City during the term of the agreement.
- G. Change orders shall be agreed upon by Contractor and City, and issued as needed in writing by the City.

VIII. ACCOUNT MANAGER / SUPPORT STAFF FOR TRAINING COURSES

- A. Proposer shall provide a dedicated, competent Account Manager who shall be responsible for the City's account / agreement. The Account Manager shall receive all orders from the City and shall be the primary contact for all issues regarding the Proposer's response to this RFQ and any agreement which may arise pursuant to this RFQ.
- B. Proposer shall also provide adequate, competent support staff that shall be able to service the City during normal working hours (7:00 AM – 5:00 PM), Monday through Friday. Such representative(s) shall be knowledgeable about the agreement, training offered, and able to identify and resolve quickly any issues included, but not limited to order and invoicing problems.
- C. Contractor's Account Manager shall be familiar with City requirements and standards and work with the City to ensure that established standards are adhered to.
- D. Contractor's Account Manager shall keep the City and ASAUA Training & Exercise Program Manager informed of requests from departments.

IX. EXERCISES

- A. ASAUA requires seminars, workshops, tabletops, drills, functional, and full-scale exercises in the following specific disciplines:
 - Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health
 - Emergency Management
 - Cyber Security
- B. Contractor shall conduct seminars, workshops, tabletops, drills, functional, and full-scale exercises at various locations/venues within the ASAUA. All drills, functional and full scale exercises will require an EHP approval from FEMA/Cal OES prior to delivery. It shall be the responsibility of the Contractor to complete all forms and documentation necessary to obtain the required EHP approvals at its cost. Contractor shall ensure that, when required, an Environmental Historic Preservation (EHP) approval letter has been issued to the ASAUA before delivery of any seminars, workshops, tabletops, drills, functional, and full-scale

exercises. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of requests for approval.

- C. All exercises must be conducted in a manner which adheres to all applicable state and federal guidelines, including exercise design and development guidelines outlined in the HSEEP.
- D. When conducting seminars, workshops, tabletops, drills, functional and full-scale exercises, Contractor shall provide all required exercise consumables, printed materials, handouts, and other materials such as, but not limited to, exercise manuals, special effects, actor moulage, supplies, signage, etc. at its cost. The City shall not be billed nor will it accept requests for reimbursements and/or billing.
- E. Contractor shall provide and assign high quality personnel such as exercise designers, directors, controllers, evaluators, and support personnel on a consistent basis to deliver the specified seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- F. Contractor shall provide all multi-media devices necessary for presentations during seminars, workshops, tabletops, drills, functional, full-scale exercises, and any planning meetings and conferences.
- G. Contractor and its exercise personnel shall provide immediate feedback to the City via the ASUA Homeland Security Regional Training and Exercise Program Manager regarding all customer requests for new or additional services or to report complaints.
- H. Seminar, workshop, tabletop, drill, functional and full-scale exercise venues may be provided by the City or by hosting agencies based on the needs of the exercise. Contractor must be able to secure exercise sites at any of the jurisdictions within the ASUA.
- I. Contractor is responsible for providing exercise materials and delivering it to the site(s) of all seminars, workshops, tabletops, drills, functional and full-scale exercises at its cost. The City shall not be billed nor will it accept requests for reimbursements and/or billing.
- J. Contractor may not charge the City for materials brought to the seminars, workshops, tabletops, drills, functional, and full-scale exercises that are not utilized.
- K. Contractor shall ensure that exercise participants are members of agencies or organizations located or operating within the ASUA, or have been approved by the ASUA Training & Exercise Program Manager or his designee.

X. QUALIFICATIONS – HOMELAND SECURITY EXERCISE EXPERIENCE

The following elements outline the type of experience and expertise proposers should possess related to the development and delivery of seminars, workshops, tabletops, drills, functional and full-scale exercises. Proposers will document their experience and expertise in their SOQs.

ASUA requires seminars, workshops, tabletops, drills, functional and full-scale exercises in the following specific disciplines:

- Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health
 - Emergency Management
 - Cyber Security
- A. Proposer should be experienced and proficient in the design and delivery of relevant homeland security related seminars, workshops, tabletops, drills, functional and full-scale exercises.
 - B. Proposer should have staff that is experienced and proficient in developing seminars, workshops, tabletops, and drills, functional and full-scale exercises in accordance with HSEEP guidelines.
 - C. Proposer should have staff that is experienced and proficient in conducting seminars, workshops, tabletops, drills, functional and full-scale exercises in accordance with HSEEP guidelines.
 - D. Proposer should have staff that is experienced and proficient in providing training to and coordinating exercise evaluators, controllers, and Simulation Cell operators.

XI. DELIVERABLES / REPORTS FOR EXERCISES

- A. Exercise Documents: Contractor shall provide all documents necessary to conduct seminars, workshops, tabletops, drills, functional and full-scale exercises in accordance with HSEEP guidelines. These documents should include, but not be limited to: Exercise Plan, Controller/Evaluator Plan, Master Scenario Events List (MSEL), Exercise Evaluation Guides, etc.
- B. Contractor must provide rosters, sign-in sheets, and presentation materials for all planning meetings conducted in support of all seminars, workshops, tabletops, drills, functional and full-scale exercises and will deliver to the ASUA Training & Exercise Program Manager upon completion of the planning activity at its cost.
- C. Contractor must complete After Action Reports (AARs) for all seminars, workshops, tabletops, drills, functional and full-scale exercises. Copies of these AARs must be provided to the ASUA Training & Exercise Program Coordinator within 60 days of any seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- D. Contractor must complete an Improvement Plan for each seminar, workshop, tabletop, drill, functional and full-scale exercise delivered. Copies of the Improvement Plan will be provided to the ASUA Training & Exercise Coordinator within 60 calendar days of any seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- E. Proposer shall upload, on behalf of the ASUA, all necessary AARs and Improvement Plans into HSEEP within 60 calendar days of completing any exercise activity.

XII. QUANTITIES FOR EXERCISES

Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

XIII. PRICING FOR EXERCISES

- A. All price quotes offered during an informal request for quote process will remain firm for the term of the resulting PO under the Agreement.
- B. Unless otherwise stated, Proposer agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
- C. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
- D. Any price increase or decrease for subsequent contract terms may be negotiated between Proposer and City only after completion of the initial term.
- E. Taxes and freight charges:
 - 1. The City is soliciting a total price per single delivery of each seminar, workshop, tabletop, drill, functional, and full-scale exercise. The price quoted for each seminar, workshop, tabletop, drill, functional, and full-scale exercise shall be the total cost the City will pay including Sales, Use, or other taxes and all other charges.
 - 2. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or any other purpose, except taxes legally payable by City, will be paid by the City unless expressly included and itemized in the SOQ.
 - 3. Amount paid for transportation of property to the City of Santa Ana is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee is the City of Santa Ana; as such papers may be acceptable by the carrier as proof of the exempt character of the shipment.
 - 4. Articles sold to the City of Santa Ana are exempt from certain Federal excise taxes. The City will furnish an exemption certificate.
- F. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- G. Price quotes shall include any and all payment incentives available to the City.
- H. Proposer are advised that in the evaluation of costs, if applicable, it will be assumed the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

- I. Federal and State minimum wage laws apply. The City has no requirements for living wages. The City is not imposing any additional requirements regarding wages.

XIV. AWARD FOR EXERCISES

- A. The City reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for proposers to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the City.
- B. The City reserves the right to award to a single or multiple proposers.
- C. The City has the right to decline to award an agreement or any part thereof for any reason.
- D. City Council approval to award an Agreement will be required.
- E. Agreement must be negotiated, finalized, and signed by the recommend awardee(s) prior to City Council approval.
- F. Final Agreement terms and conditions will be negotiated with the selected Contractors.
- G. The RFQ specifications, terms, conditions, and Exhibits, RFQ Addenda and Proposer's SOQ, may be incorporated into and made a part of any agreement that may be awarded as a result of this RFQ.

XV. METHOD OF ORDERING FOR EXERCISES

- A. As exercises are required, subsequent solicitations in the form of requests for firm price quotations and scope of work will be requested from Contractors with which the City has an Agreement.
- B. Contractors who have been qualified will be provided a scope of work for the desired seminar, workshop, tabletop, drill, functional or full-scale exercise and requested to provide a written quotation. These quotations will be reviewed and evaluated by the ASAUA Grant Office. The City shall not be obligated to accept the lowest priced quotation, but will award individual projects in the best interests of the City after all factors have been evaluated. City reserves the right to negotiate scope of work and pricing prior to award of any project.
- C. Individual order price quotations shall be provided upon request per project and shall include, but not be limited to, an identifying (quotation) number, date, City of Santa Ana agreement number, requestor name and phone number, ship to location, itemization of services with complete description and price per item and a summary of total cost for services, shipping, and tax.
- D. Purchase Orders (POs) will be issued upon approval of written itemized quotations received from the Contractor(s).

- E. POs will be faxed, transmitted electronically, or mailed and shall be the only authorization for the Contractor to place an order.
- F. POs and payments for service will be issued only in the name of the Contractor.
- G. Contractor shall adapt to changes to the ordering method or ordering procedures as required by the City during the term of the agreement.
- H. Change orders shall be agreed upon by Contractor and City and issued as needed in writing by the City.

XVI. ACCOUNT MANAGER / SUPPORT STAFF FOR EXERCISES

- A. Proposer shall provide a dedicated competent account manager who shall be responsible for the City account / agreement. The account manager shall receive all orders from the City and shall be the primary contact for all issues regarding the Proposer's response to this RFQ and any agreement which may arise pursuant to this RFQ.
- B. Proposer shall also provide adequate, competent support staff that shall be able to service the City during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the agreement, training offered, and able to identify and resolve quickly any issues included, but not limited to order and invoicing problems.
- C. Proposer account manager shall be familiar with City requirements and standards and work with the City to ensure that established standards are adhered to.

Proposer account manager shall keep the City and ASAUA Training & Exercise Program Manager informed of requests from departments as required.

XVII. INVOICING FOR TRAINING AND/OR EXERCISE COURSES

- A. Contractor shall invoice the City, unless otherwise advised, upon satisfactory receipt of performance of services.
- B. City will use best efforts to make payments within forty-five (45) days following receipt and review of invoice and upon complete satisfactory receipt of performance of services.
- C. Invoices should be Emailed to:

Sgt. Roland Andrade
Santa Ana Police Department
Homeland Security Division / M-18
60 Civic Center Plaza
P.O. Box 1981
Santa Ana, CA 92701
Email: RAndrade2@santa-ana.org

- D. City shall notify Contractor of any adjustments required to invoices.

E. Invoices shall include, at minimum:

- City PO number (if applicable);
- Invoice number;
- Agreement number;
- Remit to address;
- Itemized services;
- Course description
- Pricing as per agreement;
- Instructor name;
- Number of participants;
- Course date(s); and
- Shall be accompanied by acceptable proof of delivery.

F. Contractor shall utilize standardized invoices upon request.

G. Invoices shall only be issued by the Contractor who is awarded an agreement.

H. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.

EXHIBIT B

COSTS – TRAINING CLASSES AND/OR EXERCISES

EXERCISES			
A) Discussion-Based Exercises - focus on strategic, policy-oriented issues; facilitators and/or presenters usually lead the discussion, keeping participants on track towards meeting exercise objectives. <i>(*Note: Estimated costs are example costs only and depict a range that an exercise may fall within. Actual costs can vary and is dependent on the size, scope, and variables involved with a particular exercise)</i>			
Exercise Type	Description	Variables	Range of Cost (Estimated)
Seminar	A facilitated, discussion-based exercise that provides participant's an overview of authorities, strategies, plans, policies, procedures, protocols, resources, concepts, and ideas	Participants (#), Facilitation, Hours, Materials, Location	\$8,000 - \$35,000
Workshop	A facilitated, discussion-based exercise that results in a tangible output, often in support of development of plans/policies	Participants (#), Facilitation, Hours, Materials, Location, Plans	\$10,000 - \$45,000
Tabletop	A facilitated, discussion-based exercise that often employs a scenario and discussion questions to examine a simulated emergency	Participants (#), Facilitation, Hours, Materials, Location, Reporting/Plans	\$25,000 - \$50,000

B) Operation-Based Exercises - used to validate plans, policies, agreements, and procedures; clarify roles and responsibilities; and identify resource gaps. Exercises are characterized by actual reaction to an exercise scenario, such as initiating communications or mobilizing personnel and resources. *(*Note: Estimated costs are example costs only and depict a range that an exercise may fall within. Actual costs can vary and is dependent on the size, scope, and variables involved with a particular exercise)*

Exercise Type	Description	Variables	Range of Cost (Estimated)
Drill	An operations-based exercise that examines a single operation or function, often within one organization	Preparation, Planning Meetings, Participants (#), Facilitation, Hours, Materials, Site/Mgt. Locations, Reporting/Plans, Travel & Expenses, Moulage, Media, Volunteer Coordination	\$20,000 - \$60,000
Functional	An operations-based exercise that simulates movement of resources and non-playing organizations, often managed by a Simulation Cell	Preparation, Planning Meetings, Participants (#), Facilitation, Hours, Materials, Site/Mgt. Locations, Reporting/Plans, Travel & Expenses	\$60,000 - \$110,000
Full-Scale	An operations-based exercise that includes the movement of resources and asset and typically involves multiple agencies	Preparation, Planning Meetings, Participants (#), Facilitation, Hours, Materials, Site/Mgt. Locations, Reporting/Plans, Travel & Expenses, Moulage, Media, Volunteer Coordination	\$80,000 - \$155,000

**AGREEMENT TO PROVIDE TRAINING COURSES AND EXERCISES
FOR THE ANAHEIM / SANTA ANA URBAN AREA ON AN AS-NEEDED BASIS**

THIS AGREEMENT is made and entered into this 1st day of December, 2020, by and between The Olson Group, Ltd. (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On August 10, 2020, the Santa Ana Police Department (“SAPD”) issued Request for Qualifications No. 20-062 (“RFQ”), by which it sought to identify and qualify suitable vendors capable of delivering a broad choice of homeland security-related training courses and exercises conducted by professionals in the fields of law, fire, public health, emergency management and cybersecurity.
- B. These courses are in support of the Anaheim/Santa Ana Urban Area (“ASAUA”) Homeland Security Regional Training and Exercise Program and will be funded by a grant awarded to the City by the United States Department of Homeland Security’s Urban Areas Security Initiative (“UASI”) and administered by SAPD. The ASAUA consists of the incorporated cities in Orange County and the police departments of the University of California, Irvine, California State University, Fullerton, and community colleges in the County of Orange.
- C. Through SAPD, the training and exercise programs will be made available to agencies in the ASAUA on an as-needed basis to enhance domestic preparedness for acts of terrorism.
- D. Contractor submitted a responsive proposal that was among those selected by the City.
- E. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an as-needed basis, and at the sole discretion of City, Contractor shall conduct the training and/or exercise programs described in the scope of services provided in the RFQ and attached hereto as **Exhibit A**. Contractor’s proposal is incorporated by reference as though fully set forth herein. In the performance of all services, Contractor shall comply and provide the required training/classes and exercises attached hereto as **Exhibit B**.

2. CHANGE ORDERS/AMENDMENTS

- a. To maintain flexibility that allows first responders to address emerging and unforeseeable threats, the ASUA Homeland Security Regional Training and Exercise Program will utilize a Change Order provision to request other training and exercise courses at the City's request. Change Orders will be used to approve training and/or exercises and can modify the existing scope of work for specialty and other ad-hoc training and exercises on an as needed basis. Change Orders will be drafted by the UASI Grant Coordinator, reviewed and approved by the Contractor, then forwarded to the Chief of Police and the City Manager for the City of Santa Ana or their designees for approval.
- b. Any change order that contains any terms contrary to services provided within this Agreement shall be void, unless City and Consultant have expressly agreed in a writing, requiring approval by the City Manager and the City Attorney's office. Consultant agrees and understands that substantive changes to the terms of the Agreement are subject to approval by the City Council.

3. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit B. Any compensation payable to Contractor shall be paid from a portion of the above-referenced UASI grant awarded to the City in the amount of \$3,147,600, which shall serve as the total amount payable for all training and exercise programs supplied under RFQ No. 20-062.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work that fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

4. TERM

This Agreement shall commence on the date stated above and continue through November 30, 2023, unless terminated earlier in accordance with Section 18, below. The term of this Agreement may be extended for up to two (2) one (1) year period upon a writing executed by the City Manager and the City Attorney and subject to funding.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor

performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

- c. Worker's Compensation Insurance. In accordance with the California Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Contractor pursuant to this section:
 - (i) Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - (iii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
 - (iv) Contractor shall supply City with a fully executed additional insured endorsement.
- f. If Contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to terminate this Agreement. Such termination shall not affect Contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Contractor agrees to and shall indemnify, defend, and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligence or willful misconduct of the Contractor or its, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement.

This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Contractor's indemnification obligations in this section shall survive expiration of this Agreement.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless City, its officers, agents, representatives, and employees against any and all liability or losses, including costs and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright, alleged or contained in the work product or documents provided or used by Contractor under this Agreement.

10. CONFORMITY WITH LAW AND SAFETY

In performing any services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over the scope of services, including all provisions of the California Occupational Safety and Health Act. Contractor shall indemnify, defend, and hold harmless City from any and all liability, fines, penalties, and consequences from any of Contractor's failures to comply with such laws, ordinances, codes, and regulations.

11. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

12. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that

it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

13. CONFLICT OF INTEREST CLAUSE

- a. Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with the performance of services specified under this Agreement.
- b. The parties understand that outside parties, subject to receipt of financial benefit from UASI funding, as noted in Recital Section B and the RFQ, are often utilized by the ASA UASI as subject matter expert reviewing training and exercise proposals. To avoid potential conflict of interest of engaging sub-contractors, subject to receipt of financial benefit from UASI funding, shall not be engaged by the Contractor as a sub-contractor to provide the services provided in this Agreement, or any change order or amendment thereto.

14. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax 714- 647-6956

With courtesy copies to:

Roland Andrade, Sergeant
UASI Grant Coordinator
Homeland Security Division
Santa Ana Police Department

60 Civic Center Plaza
Santa Ana, CA 92701

To Contractor:

Kyle Olson, President
The Olson Group Ltd.
300 North Washington Street, Suite 600
Alexandria, VA 22314
(703) 518-9982
kbolson@olsongroup Ltd.com

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

15. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter therein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

16. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

17. WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, City may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

19. NONDISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

20. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

21. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of

Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

22. CERTIFICATIONS

a. Debarment and Suspension. Contractor will comply, and all its subcontractors will comply, with applicable federal suspension and debarment regulations including, but not limited to, Executive Orders 12549 and 12689, and 2 Code of Federal Regulations (CFR) §200.212 and codified in 2 CFR Part 200.

b. Section 504 of the Rehabilitation Act of 1973. All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified disabled person shall, solely by reason of disability be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. Contractor agrees it will ensure that requirements of The Act shall be included in any agreements with and be binding on all of its subcontractors, assignees, or successors.

c. Americans with Disabilities Act of 1990 (ADA). Contractor must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

d. Lobbying and Political Activity. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

e. Contractor will comply, and all its subcontractors will comply, with all applicable lobbying prohibitions and laws, including those found in United States Code Title 31, § 1352, et seq., and agrees that none of the funds provided under this award may be expended by the Contractor to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.

f. Contractor will comply, and all its subcontractors will comply, with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), as applicable.

g. Non-Discrimination and Equal Opportunity. Contractor will comply, and all its subcontractors will comply, with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; Section 523 and 527 of the Public Health Service Act of

1912, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against Contractor, Contractor will forward a copy of the findings to City, which will, in turn, submit the findings to the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice.

h. Contractor will comply, and all its subcontractors will comply, with all requirements of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment-Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), as applicable.

i. Contractor will comply, and all its subcontractors will comply, with all requirements of the California Public Contract Code Section 10295.3, as applicable.

j. Contractor will comply, and all its subcontractors will comply, with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

k. Contractor will comply, and all its subcontractors will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

l. Contractor will comply, and all its subcontractors will comply, with all requirements of Sections 103 and 107 of the Contract Work and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

m. Contractor will comply, and all its subcontractors will comply, with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR part 15), as applicable.

n. Contractor will comply, and all its subcontractors will comply, with all requirements of the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), (53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995), as applicable.

o. Contractor will comply, and all its subcontractors will comply, with all requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as applicable.

p. Contractor agrees that the Department of Homeland Security shall have the authority to seek patent rights for any process, product, invention or discovery developed and paid for with funding through this Agreement based on the requirements of 37 CFR§ 401, as applicable.

q Contractor may copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement. However, the federal awarding agency, State Administrative Agency (SAA), and City reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government, SAA and/or City purpose:

(1) the copyright in any work developed through this Agreement; and

(2) any rights of copyright to which the Contractor purchases ownership with support through this grant. The Federal government's, SAA's and City's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

23. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[signature page to follow]

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

ATTEST:

CITY OF SANTA ANA

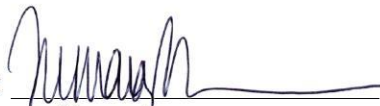
Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager


APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONTRACTOR:

By: 

Tamara Bogosian
Senior Assistant City Attorney


By: Kyle B. Olson
Title: President

RECOMMENDED FOR APPROVAL:

David Valentin
Chief of Police

EXHIBIT A

SCOPE OF SERVICES

I. REQUIREMENTS

The specific requirements of this RFQ have been listed in two sections to allow proposers to respond to either, the training courses component, the exercise component, or both. There is no requirement the Proposer must respond to both components of the RFQ.

II. TRAINING COURSES

A. ASUA currently requires training courses in the following specific disciplines:

- Law Enforcement/Tactical
- Fire/Emergency Medical
- Public Health
- Emergency Management
- Cyber Security

B. Contractor shall conduct training courses, which it has been successfully prequalified for, at various locations/venues within the ASUA.

C. Contractor shall prepare course flyers, register attendees, record attendance by signed roster, provide certificates of completions, and verify course completion by the participants.

D. Contractor shall prepare and present specified training courses. Course material shall be available at the time the training is provided for each of the training courses the proposer has outlined in their SOQ.

E. All training courses presented must meet state and federal guidelines and be approved by Cal OES and DHS for reimbursement under the Homeland Security Grant Program prior to delivery. Refer to the Cal OES website at: <http://www.caloes.ca.gov/cal-oes-divisions/california-specialized-training-institute> and the DHS website at: <https://www.fema.gov/training> for further information regarding state and federal guidelines for Department of Homeland Security grants. If any portion of the training course occurs outside of the classroom, an Environmental & Historic Preservation (EHP) approval must be obtained from FEMA/Cal OES prior to delivery of the course. The EHP approval is location specific and if an EHP approval is required, one must be obtained for each location where the course is delivered. It shall be the responsibility of the Proposer to complete all of the forms and documentation necessary to obtain the required approvals. Contractor shall ensure that, when required, an Environmental Historic Preservation (EHP) approval has been issued to the ASUA before delivery of the training course. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist the Proposer with the submission of the requests for approval. The City shall not be billed for any costs associated with obtaining these approvals.

- F. Contractor shall offer course content that satisfies the five preparedness priorities identified in the ASUA Multiyear Training & Exercises plan. The ASUA MTEP is attached for reference.
- G. Contractor shall provide all required training material, handouts, course syllabus and/or written curriculum.
- H. Contractor shall collect written survey comments/course evaluations from participants at the conclusion of every course offered. Survey/course evaluations will be conducted in a manner specified by the City. A standardized course survey form will be provided to the successful proposers. A record of responses shall be maintained throughout the term of the agreement by Contractor, and organized by training course, date, instructor, etc. Frequently mentioned comments shall be reported to City Project Manager. Electronic reporting shall be made available to the City upon request.
- I. City reserves the right to cancel training courses with fourteen (14) calendar days' notice of delivery date. City shall not be charged for the class, travel costs, or training materials by Contractor if cancellation occurs within this period.
- J. City reserves the right to cancel training courses for student minimums not being met.
- K. Contractor shall provide and assign high quality instructors on a consistent basis to deliver the specified courses.
- L. All instructors shall use the methods suggested by the training protocols established, such as maintaining and updating each training syllabus; introducing and following objectives for each class; completing training as described; and utilizing training aids such as audio/visual systems.
- M. Contractor and all its instructors shall provide immediate feedback to the City via the ASUA Homeland Security Regional Training and Exercise Program Manager regarding all customer requests for new or additional services, or to report complaints.
- N. Contractor will be paid for services rendered. Training days are generally eight (8) hours long (e.g. 8:00 AM – 5:00 PM), including a one (1) hour lunch break. Schedule should include regular breaks on a 50/10 break ratio – for every fifty (50) minutes of instruction, there should be a ten (10) minute break. Half days are defined as four (4) hours or less of instruction.
- O. Training venues may be provided by the City or by hosting agencies based on the needs of the course. Contractor must be able to secure training sites at any of the jurisdictions within the ASUA.
- P. All Contractor-developed courses must be approved by California Office of Emergency Services (Cal OES) for reimbursement under the Homeland Security Grant Program prior to delivery. It is the responsibility of the Contractor to prepare all forms and documentation necessary to obtain all course approvals at its cost. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of the

requests for approval. The City shall not be billed for any costs associated with obtaining these approvals.

- Q. The anticipated start date of this agreement is Winter of 2020. Usage under agreements awarded as a result of this RFQ will begin at this time.
- R. Depending on the training or exercise, Contractor's instructors and courses may be required to be California Peace Officer Standards & Training (POST) certified or California State Fire Marshal approved. It shall be the responsibility of the Contractor to obtain all POST certifications and California State Fire Marshal course approvals at its cost. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of the requests for certifications and approval. The City shall not be billed for any costs associated with obtaining these certifications and approvals.
- S. A list of "approved" courses is available from Cal OES at www.caloes.ca.gov and a list of Federal Emergency Management Agency (FEMA) approved classes is available at www.fema.gov/training
- T. Contractors are responsible for providing all course materials and delivering it to the site(s) of all training at their cost.
- U. Contractor must work with the ASAUA Homeland Security Regional Training and Exercise Program Manager and requesting agencies to coordinate the training calendar and venue.
- V. When required, Contractor must obtain the applicable certifications for developed courses before training begins. The need for certification will be determined by the ASAUA Training & Exercise Program Manager. It shall be the responsibility of the Contractor to complete all forms and documentation necessary to obtain the required certifications at its cost. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist the Proposer with the submission of the requests for certification. The City shall not be billed for any costs associated with obtaining these certifications.
- W. Contractor will be required to obtain Emergency Medical Association (EMA) or Emergency Management Institute (EMI) certification on developed courses at its cost if the course content contains materials that require state and/or federal certification. The ASAUA Homeland Security Regional Training and Exercise Program Manager will assist the Contractor with the submission of the requests for certification. The City shall not be billed for any costs associated with obtaining these certifications.
- X. Contractor may not charge the City for materials brought to the class that are not utilized.
- Y. Proposers may be selected to provide training based on their expertise within a specific discipline.
- Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health

- Emergency Management
- Cyber Security

- Z. Contractors shall ensure that training participants are members of agencies or organizations located or operating within the ASAUA, or have been approved by the ASAUA Training & Exercise Program Manager or his designee.

III. DELIVERABLES / REPORTS FOR TRAINING COURSES

A. Course Surveys / Evaluations

1. Course surveys/evaluations results will be tabulated and scored by Contractor. Summary of the results will be provided to the ASAUA Training & Exercise Program Manager.
2. Completed course survey/evaluation forms will be provided to the ASAUA Training & Exercise Program Manager within 30 days of delivery of the training course.

- B. Contractor must provide course flyers for all training courses to be delivered at its cost. The City will manage distribution of such flyers.

- C. Contractor must provide to the ASAUA Training & Exercise Program Manager all rosters and sign-in sheets upon completion of the training course for all training courses delivered. Contractor shall maintain a record of all original and electronic copies of all sign-in sheets. Electronic copies of rosters and sign-in sheets must be submitted along with invoices issued to City.

- D. Contractor shall provide certificates of completion to all students that successfully complete a training course at the conclusion of the training course and provide copies of the certificates to the ASAUA Training & Exercise Program Manager within 30 days of delivery of the training course. Contractor shall maintain a record of all certificates provided students.

IV. QUANTITIES FOR TRAINING COURSES

Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

V. PRICING FOR TRAINING COURSES

- A. Unless otherwise stated, Proposer agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
- B. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
- C. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- D. Pricing shall include any and all payment incentives available to the City.

- E. Proposers are advised that in the evaluation of costs, if applicable, it will be assumed the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
- F. Federal and State minimum wage laws apply. The City has no requirements for living wages. The City is not imposing any additional requirements regarding wages.

VI. AWARD FOR TRAINING COURSES

- A. City reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ, from any Exhibits attached hereto, or from any subsequent addenda; to waive informalities and minor irregularities in responses received; and to provide an opportunity for Proposers to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the City.
- B. The City reserves the right to award an agreement to a single Proposer or multiple Proposers.
- C. The City has the right to decline to award an agreement or any part thereof for any reason.
- D. City Council approval to award an Agreement pursuant to this RFQ will be required.
- E. Any agreement must be negotiated, finalized, and approved by the recommend Contractor prior to City Council approval.
- F. RFQ specifications, terms, conditions, and Exhibits, RFQ Addenda, and SOQs, may be incorporated into and made a part of any agreement that may be awarded as a result of this RFQ.

VII. METHOD OF ORDERING TRAINING COURSES

- A. As training is required, subsequent solicitations in the form of requests for firm price quotations and scope of work will be requested from Contractors with which the City has an Agreement.
- B. Individual order price quotations shall be provided upon request per project and shall include, but not be limited to, an identifying (quotation) number, date, City of Santa Ana agreement number, requestor name and phone number, ship to location, itemization of services with complete description and price per item and a summary of total cost for services, shipping, and tax.
- C. Price quotations will be reviewed and Contractor(s) will be selected by the UASI Grant Office. Purchase Orders (POs) will be issued upon approval of written itemized quotations received from Contractor(s). The City shall not be obligated to accept the lowest priced quotation, but will award individual projects in the best interests of the City after all factors have been evaluated. City reserves the right to negotiate scope of work and pricing prior to award of any project.

- D. POs will be transmitted electronically, and shall be the only authorization for the Contractor to place an order.
- E. POs and payments for service will be issued only in the name of the Contractor.
- F. Contractor shall adapt to changes to the ordering method or ordering procedures as required by the City during the term of the agreement.
- G. Change orders shall be agreed upon by Contractor and City, and issued as needed in writing by the City.

VIII. ACCOUNT MANAGER / SUPPORT STAFF FOR TRAINING COURSES

- A. Proposer shall provide a dedicated, competent Account Manager who shall be responsible for the City's account / agreement. The Account Manager shall receive all orders from the City and shall be the primary contact for all issues regarding the Proposer's response to this RFQ and any agreement which may arise pursuant to this RFQ.
- B. Proposer shall also provide adequate, competent support staff that shall be able to service the City during normal working hours (7:00 AM – 5:00 PM), Monday through Friday. Such representative(s) shall be knowledgeable about the agreement, training offered, and able to identify and resolve quickly any issues included, but not limited to order and invoicing problems.
- C. Contractor's Account Manager shall be familiar with City requirements and standards and work with the City to ensure that established standards are adhered to.
- D. Contractor's Account Manager shall keep the City and ASAUA Training & Exercise Program Manager informed of requests from departments.

IX. EXERCISES

- A. ASAUA requires seminars, workshops, tabletops, drills, functional, and full-scale exercises in the following specific disciplines:
 - Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health
 - Emergency Management
 - Cyber Security
- B. Contractor shall conduct seminars, workshops, tabletops, drills, functional, and full-scale exercises at various locations/venues within the ASAUA. All drills, functional and full scale exercises will require an EHP approval from FEMA/Cal OES prior to delivery. It shall be the responsibility of the Contractor to complete all forms and documentation necessary to obtain the required EHP approvals at its cost. Contractor shall ensure that, when required, an Environmental Historic Preservation (EHP) approval letter has been issued to the ASAUA before delivery of any seminars, workshops, tabletops, drills, functional, and full-scale

exercises. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of requests for approval.

- C. All exercises must be conducted in a manner which adheres to all applicable state and federal guidelines, including exercise design and development guidelines outlined in the HSEEP.
- D. When conducting seminars, workshops, tabletops, drills, functional and full-scale exercises, Contractor shall provide all required exercise consumables, printed materials, handouts, and other materials such as, but not limited to, exercise manuals, special effects, actor moulage, supplies, signage, etc. at its cost. The City shall not be billed nor will it accept requests for reimbursements and/or billing.
- E. Contractor shall provide and assign high quality personnel such as exercise designers, directors, controllers, evaluators, and support personnel on a consistent basis to deliver the specified seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- F. Contractor shall provide all multi-media devices necessary for presentations during seminars, workshops, tabletops, drills, functional, full-scale exercises, and any planning meetings and conferences.
- G. Contractor and its exercise personnel shall provide immediate feedback to the City via the ASUA Homeland Security Regional Training and Exercise Program Manager regarding all customer requests for new or additional services or to report complaints.
- H. Seminar, workshop, tabletop, drill, functional and full-scale exercise venues may be provided by the City or by hosting agencies based on the needs of the exercise. Contractor must be able to secure exercise sites at any of the jurisdictions within the ASUA.
- I. Contractor is responsible for providing exercise materials and delivering it to the site(s) of all seminars, workshops, tabletops, drills, functional and full-scale exercises at its cost. The City shall not be billed nor will it accept requests for reimbursements and/or billing.
- J. Contractor may not charge the City for materials brought to the seminars, workshops, tabletops, drills, functional, and full-scale exercises that are not utilized.
- K. Contractor shall ensure that exercise participants are members of agencies or organizations located or operating within the ASUA, or have been approved by the ASUA Training & Exercise Program Manager or his designee.

X. QUALIFICATIONS – HOMELAND SECURITY EXERCISE EXPERIENCE

The following elements outline the type of experience and expertise proposers should possess related to the development and delivery of seminars, workshops, tabletops, drills, functional and full-scale exercises. Proposers will document their experience and expertise in their SOQs.

ASUA requires seminars, workshops, tabletops, drills, functional and full-scale exercises in the following specific disciplines:

- Law Enforcement/Tactical
 - Fire/Emergency Medical
 - Public Health
 - Emergency Management
 - Cyber Security
- A. Proposer should be experienced and proficient in the design and delivery of relevant homeland security related seminars, workshops, tabletops, drills, functional and full-scale exercises.
 - B. Proposer should have staff that is experienced and proficient in developing seminars, workshops, tabletops, and drills, functional and full-scale exercises in accordance with HSEEP guidelines.
 - C. Proposer should have staff that is experienced and proficient in conducting seminars, workshops, tabletops, drills, functional and full-scale exercises in accordance with HSEEP guidelines.
 - D. Proposer should have staff that is experienced and proficient in providing training to and coordinating exercise evaluators, controllers, and Simulation Cell operators.

XI. DELIVERABLES / REPORTS FOR EXERCISES

- A. Exercise Documents: Contractor shall provide all documents necessary to conduct seminars, workshops, tabletops, drills, functional and full-scale exercises in accordance with HSEEP guidelines. These documents should include, but not be limited to: Exercise Plan, Controller/Evaluator Plan, Master Scenario Events List (MSEL), Exercise Evaluation Guides, etc.
- B. Contractor must provide rosters, sign-in sheets, and presentation materials for all planning meetings conducted in support of all seminars, workshops, tabletops, drills, functional and full-scale exercises and will deliver to the ASUA Training & Exercise Program Manager upon completion of the planning activity at its cost.
- C. Contractor must complete After Action Reports (AARs) for all seminars, workshops, tabletops, drills, functional and full-scale exercises. Copies of these AARs must be provided to the ASUA Training & Exercise Program Coordinator within 60 days of any seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- D. Contractor must complete an Improvement Plan for each seminar, workshop, tabletop, drill, functional and full-scale exercise delivered. Copies of the Improvement Plan will be provided to the ASUA Training & Exercise Coordinator within 60 calendar days of any seminars, workshops, tabletops, drills, functional, and full-scale exercises.
- E. Proposer shall upload, on behalf of the ASUA, all necessary AARs and Improvement Plans into HSEEP within 60 calendar days of completing any exercise activity.

XII. QUANTITIES FOR EXERCISES

Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

XIII. PRICING FOR EXERCISES

- A. All price quotes offered during an informal request for quote process will remain firm for the term of the resulting PO under the Agreement.
- B. Unless otherwise stated, Proposer agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
- C. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
- D. Any price increase or decrease for subsequent contract terms may be negotiated between Proposer and City only after completion of the initial term.
- E. Taxes and freight charges:
 - 1. The City is soliciting a total price per single delivery of each seminar, workshop, tabletop, drill, functional, and full-scale exercise. The price quoted for each seminar, workshop, tabletop, drill, functional, and full-scale exercise shall be the total cost the City will pay including Sales, Use, or other taxes and all other charges.
 - 2. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or any other purpose, except taxes legally payable by City, will be paid by the City unless expressly included and itemized in the SOQ.
 - 3. Amount paid for transportation of property to the City of Santa Ana is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee is the City of Santa Ana; as such papers may be acceptable by the carrier as proof of the exempt character of the shipment.
 - 4. Articles sold to the City of Santa Ana are exempt from certain Federal excise taxes. The City will furnish an exemption certificate.
- F. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- G. Price quotes shall include any and all payment incentives available to the City.
- H. Proposer are advised that in the evaluation of costs, if applicable, it will be assumed the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

- I. Federal and State minimum wage laws apply. The City has no requirements for living wages. The City is not imposing any additional requirements regarding wages.

XIV. AWARD FOR EXERCISES

- A. The City reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for proposers to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the City.
- B. The City reserves the right to award to a single or multiple proposers.
- C. The City has the right to decline to award an agreement or any part thereof for any reason.
- D. City Council approval to award an Agreement will be required.
- E. Agreement must be negotiated, finalized, and signed by the recommend awardee(s) prior to City Council approval.
- F. Final Agreement terms and conditions will be negotiated with the selected Contractors.
- G. The RFQ specifications, terms, conditions, and Exhibits, RFQ Addenda and Proposer's SOQ, may be incorporated into and made a part of any agreement that may be awarded as a result of this RFQ.

XV. METHOD OF ORDERING FOR EXERCISES

- A. As exercises are required, subsequent solicitations in the form of requests for firm price quotations and scope of work will be requested from Contractors with which the City has an Agreement.
- B. Contractors who have been qualified will be provided a scope of work for the desired seminar, workshop, tabletop, drill, functional or full-scale exercise and requested to provide a written quotation. These quotations will be reviewed and evaluated by the ASAUA Grant Office. The City shall not be obligated to accept the lowest priced quotation, but will award individual projects in the best interests of the City after all factors have been evaluated. City reserves the right to negotiate scope of work and pricing prior to award of any project.
- C. Individual order price quotations shall be provided upon request per project and shall include, but not be limited to, an identifying (quotation) number, date, City of Santa Ana agreement number, requestor name and phone number, ship to location, itemization of services with complete description and price per item and a summary of total cost for services, shipping, and tax.
- D. Purchase Orders (POs) will be issued upon approval of written itemized quotations received from the Contractor(s).

- E. POs will be faxed, transmitted electronically, or mailed and shall be the only authorization for the Contractor to place an order.
- F. POs and payments for service will be issued only in the name of the Contractor.
- G. Contractor shall adapt to changes to the ordering method or ordering procedures as required by the City during the term of the agreement.
- H. Change orders shall be agreed upon by Contractor and City and issued as needed in writing by the City.

XVI. ACCOUNT MANAGER / SUPPORT STAFF FOR EXERCISES

- A. Proposer shall provide a dedicated competent account manager who shall be responsible for the City account / agreement. The account manager shall receive all orders from the City and shall be the primary contact for all issues regarding the Proposer's response to this RFQ and any agreement which may arise pursuant to this RFQ.
- B. Proposer shall also provide adequate, competent support staff that shall be able to service the City during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the agreement, training offered, and able to identify and resolve quickly any issues included, but not limited to order and invoicing problems.
- C. Proposer account manager shall be familiar with City requirements and standards and work with the City to ensure that established standards are adhered to.

Proposer account manager shall keep the City and ASAUA Training & Exercise Program Manager informed of requests from departments as required.

XVII. INVOICING FOR TRAINING AND/OR EXERCISE COURSES

- A. Contractor shall invoice the City, unless otherwise advised, upon satisfactory receipt of performance of services.
- B. City will use best efforts to make payments within forty-five (45) days following receipt and review of invoice and upon complete satisfactory receipt of performance of services.
- C. Invoices should be Emailed to:

Sgt. Roland Andrade
Santa Ana Police Department
Homeland Security Division / M-18
60 Civic Center Plaza
P.O. Box 1981
Santa Ana, CA 92701
Email: RAndrade2@santa-ana.org

- D. City shall notify Contractor of any adjustments required to invoices.

E. Invoices shall include, at minimum:

- City PO number (if applicable);
- Invoice number;
- Agreement number;
- Remit to address;
- Itemized services;
- Course description
- Pricing as per agreement;
- Instructor name;
- Number of participants;
- Course date(s); and
- Shall be accompanied by acceptable proof of delivery.

F. Contractor shall utilize standardized invoices upon request.

G. Invoices shall only be issued by the Contractor who is awarded an agreement.

H. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.

EXHIBIT B

COSTS – TRAINING CLASSES AND EXERCISES

EXERCISES			
A) Discussion-Based Exercises - focus on strategic, policy-oriented issues; facilitators and/or presenters usually lead the discussion, keeping participants on track towards meeting exercise objectives. <i>(*Note: Estimated costs are example costs only and depict a range that an exercise may fall within. Actual costs can vary and is dependent on the size, scope, and variables involved with a particular exercise)</i>			
Exercise Type	Description	Variables	Range of Cost (Estimated)
Seminar/Workshop	<p>Seminars generally orient participants to, or provide an overview of, authorities, strategies, plans, policies, procedures, protocols, resources, concepts, and ideas. Seminars can be valuable for entities that are developing or making major changes to existing plans or procedures. Although similar to seminars, workshops differ in two important aspects: 1. participant interaction is increased, and 2. focus is placed on achieving or building a product. To be effective, workshops should have clearly defined objectives, products, or goals, and should focus on a specific issue.</p>	<p>Participants (#), Facilitation, Hours, Materials, Location</p>	<p>10-40 Personnel: \$33,765 41-80 Personnel: \$38,130</p>

Tabletop	<p>Tabletop Exercises (TTX) are intended to generate discussion of various issues regarding a hypothetical simulated emergency. They can be used to enhance general awareness, validate plans and procedures, rehearse concepts, and/or assess the types of systems needed to guide the prevention of, protection from, mitigation of, response to, and recovery from a defined incident. The effectiveness of a TTX is derived from the energetic involvement of participants and their assessment of recommended revisions to current policies, procedures, and plans; therefore facilitation is critical to keeping participants focused on exercise objectives.</p>	<p>Participants (#), Facilitation, Hours, Materials, Location, Reporting/Plans</p>	<p>10-40 Personnel: \$39,585 41-80 Personnel: \$43,950 81-120 Personnel: \$48,800</p>
----------	---	--	---

B) Operation-Based Exercises - used to validate plans, policies, agreements, and procedures; clarify roles and responsibilities; and identify resource gaps. Exercises are characterized by actual reaction to an exercise scenario, such as initiating communications or mobilizing personnel and resources. *(*Note: Estimated costs are example costs only and depict a range that an exercise may fall within. Actual costs can vary and is dependent on the size, scope, and variables involved with a particular exercise)*

Exercise Type	Description	Variables	Range of Cost (Estimated)
Functional	Functional Exercises (FE) are designed to validate and evaluate capabilities, multiple functions and/or sub-functions, or interdependent groups of functions. FEs are typically focused on exercising plans, policies, procedures, and staff members involved in management, direction, command, and control functions. An FE is conducted in a realistic, real-time environment; however, movement of personnel and equipment is usually simulated.	Preparation, Planning Meetings, Participants (#), Facilitation, Hours, Materials, Site/Mgt. Locations, Reporting/Plans, Travel & Expenses	20-40 Personnel: \$65,290 41-90 Personnel: \$72,080 91-150 Personnel: \$74,505

Full-Scale	<p>Full-Scale Exercises (FSE) are typically the most complex and resource-intensive type of exercise. They involve multiple agencies, organizations, and jurisdictions and validate many facets of preparedness. FSEs often include many players operating under cooperative systems such as the Incident Command System (ICS) or Unified Command. In an FSE, events are projected through an exercise scenario with event updates that drive activity at the operational level. FSEs are usually conducted in a real-time, stressful environment that is intended to mirror a real incident. Throughout the duration of the exercise, many activities occur simultaneously.</p>	<p>Preparation, Planning Meetings, Participants (#), Facilitation, Hours, Materials, Site/Mgt. Locations, Reporting/Plans, Travel & Expenses, Moulage, Media, Volunteer Coordination, Duration (# of Days)</p>	<p>20-60 Personnel: \$82,750* 61-120 Personnel: \$87,600* 121-250 Personnel: \$96,330* *Additional Exercise Day:\$1500/Conduct Staff Member</p>
------------	--	--	---